THE RIGHT OF ARREST .. .. .. p. 599
COPYRIGHT IN SPORTING NEWS .. .. p. 600

The Solicitors' Journal

[Established 1857.] [Registered as a Newspaper.]

VOL. LXXIX. No. 33 [Pages 597 to 612]. Saturday, August 17, 1935. Published Weekly. Price One Shilling.

MEMORANDUMS
AND
ARTICLES OF ASSOCIATION
(To accord with the Companies Act, 1929.)

FORM A—For Large Public Companies ··· 3s. 6d.
FORM B—For Small Public Companies ··· 2s. 6d.
FORM C—For Large Private Companies ··· 3s. 6d.
FORM D—For Small Private Companies ··· 2s. 6d.

The above draft forms are drawn, settled and revised from time to time by eminent Company Counsel. The printing charges are calculated on a reduced scale if any one of these Forms is adopted and the printing entrusted to

JORDAN & SONS, LIMITED,
Company Registration Agents,
116, Chancery Lane, London, W.C.2.
City Branch—13, Broad Street Place, E.C.2.

Established 1836. Telephone: Holborn 0273.
GENERAL REVERSIONARY
AND INVESTMENT CO.
Assets £1,000,000.
Reversions and Life Interests Purchased or Loans Granted thereon.
Apply to the Actuary, 59, Carey Street, W.C.2.

COINS AND MEDALS
COLLECTIONS OR SINGLE SPECIMENS BOUGHT AND SOLD.
VALUATIONS MADE.
A. H. BALDWIN & SONS, Ltd.
3, ROBERT ST., ADELPHI, W.C.2. Temple Bar 1611.

ESTABLISHED 1782
For
COURT BONDS
on behalf of
Administrators, Receivers in Bankruptcy,
Trustees in Bankruptcy,
and under Deeds of Arrangement,
Special Indemnities in connection with
Missing Beneficiaries,
Lost Documents and Defects in Title,
Commercial Fidelity Guarantees,
Customs and Excise Bonds
Apply to the
PHŒNIX
Assurance Company Ltd.
Head Office:
PHŒNIX HOUSE, KING WILLIAM ST., LONDON, E.C.4
Law Courts Branch:
187, FLEET STREET, E.C.4.

ORDER ALL
LAW BOOKS
from
THE SOLICITORS' LAW STATIONERY SOCIETY, Ltd.
Law Booksellers,
22, CHANCERY LANE, W.C.2, & Branches.
Telegrams: "OYEZ, FLEET, LONDON."
Telephone: HOLBORN 0162.

REVERSIONARY INTEREST SOCIETY
LTD. (Est. 1823.)
EQUITABLE REVERSIONARY INTEREST
SOCIETY, LTD. (Est. 1835.)
The two Societies are under the same management at
19, COLEMAN STREET, LONDON, E.C.2.
Total Funds invested in the purchase of Reversions and Life Interests or in Loans upon them: **£1,800,000.**
The Law Costs for Loans are regulated by Scale.

For
ADMINISTRATION
RECEIVERSHIP
CUSTOMS
FIDELITY GUARANTEES
} BONDS
THE
OCEAN
Accident & Guarantee Corporation Limited,
36-44, MOORGATE, LONDON, E.C.2.
Indemnities re:
LOST DOCUMENTS,
MISSING BENEFICIARIES,
DEFECTS IN TITLE,
FORGED TRANSFERS.
Other classes of business transacted, e.g.
Accident, Burglary, Employers' Liability, Fire, Motor, &c., &c.

PATENTS, DESIGNS, AND TRADE MARKS.
WHEATLEY & MACKENZIE,
Consulting Engineers and Patent Agents,
40, CHANCERY LANE, LONDON, W.C.2.
Principal: Mr. S. Percival. Established 1883.

THE
GUARANTEE SOCIETY
LIMITED.
(The Office which in 1840 founded Public Suretyship.)
Solicitors are invited to approach the Society when requiring to arrange any class of
FIDELITY GUARANTEE.
COURT BONDS, including **ADMINISTRATION BONDS,**
arranged on most favourable terms,
also
INDEMNITIES
in respect of missing documents, defective titles, etc.
Head Office: SUN COURT, CORNHILL, LONDON, E.C.3.
BRANCHES IN MOST PRINCIPAL TOWNS.

ADVERTISEMENTS OF REGISTERED ANNUAL SUBSCRIBERS ARE INSERTED FREE OF CHARGE UNDER APPOINTMENTS VACANT, APPOINTMENTS WANTED, PRACTICES AND PARTNERSHIPS, AND ARTICLED CLERKS.

NOTICE TO SUBSCRIBERS.

The Manager would appreciate the courtesy if Subscribers would kindly notify him at once when Appointments have been filled or obtained.

When replying to Advertisers please mention "The Solicitors' Journal."

PUBLIC NOTICES.

CIVIL SERVICE COMMISSION.

Vacancies will shortly occur for Professional Clerks in the Post Office Solicitor's Department. Salary, for men £313, rising by annual increments of £18 to a maximum of £634, for women £313 a year, rising by annual increments of £12 to £397, and then by annual increments of £18 to a maximum of £515.

Applicants must be admitted solicitors with practical experience of conveyancing and/or criminal law and advocacy.

Candidates who have not served in His Majesty's Forces during the War and also in a Government Department must be under 35 years of age on the 24th August, 1935.

The initial salary may be increased by increments of £18 in the case of men, and £12 in the case of women, in respect of each completed year, not exceeding five, of professional experience after reaching the age of 25.

Further particulars and forms of application may be obtained from the Solicitor, Solicitor's Department, General Post Office, St. Martins-le-Grand, E.C.1. No application can be considered unless received on the prescribed form not later than the 24th August, 1935.

APPOINTMENTS VACANT.

MANAGING CLERK has opportunity for young solicitor to open office in West of England. Further particulars or appointment for interview write Box 4506, Solicitors' Journal, 29, Breams-buildings, E.C.4.

WANTED immediately, owing to ill-health, capable young solicitor to take temporary charge conveyancing and general practice south-east England. Age, detailed experience, salary, Box 4501, Solicitors' Journal, 29, Breams-buildings, E.C.4.

APPOINTMENTS WANTED.

SOLICITORS' attention is called to Gibson and Weldon's Employment Register of former pupils. No fees charged.—Apply Gibson & Weldon, Law Tutors, 27, Chancery-lane, W.C.2.

SOLICITOR, qualified in 1920; thorough and wide experience conveyancing, probate and trust accounts, some County Court advocacy. Available short notice; highest references given. Salary by arrangement.—Box 4499, Solicitors' Journal, 29, Breams-buildings, E.C.4.

CONVEYANCING Clerk requires position; experienced building society procedure, building finance, company practice; able to work with or without slight supervision; salary about £250 per annum.—Write Box 4504, Solicitors' Journal, 29, Breams-buildings, E.C.4.

RECENTLY admitted Solicitor wants clerkship. Experienced in conveyancing and probate; used to working with only slight supervision; willing to do court work.—Box 4502, Solicitors' Journal, 29, Breams-buildings, E.C.4.

YOUNG SOLICITOR with 2½ years' general conveyancing experience and temporarily engaged with busy commercial firm, seeks re-engagement as conveyancing clerk, or as office manager to small London office in September; salary by arrangement, according to prospects.—Box 4508, Solicitors' Journal, 29, Breams-buildings, E.C.4.

EX-OFFICERS.

THE Proprietors of The Solicitors' Journal have placed this space at the disposal of THE BRITISH LEGION, OFFICERS' ASSOCIATION, EMPLOYMENT BUREAU, 20, Grosvenor-gardens, S.W.1 (Telephone: Sloane 2315), to whom all replies should be addressed, quoting number of advertisement, date of insertion, and the name of this paper.

CIVIL Engineer, 43 years, highest technical qualifications, business or personal refs.; experienced large building contracts; open for re-engagement manager, resident engineer, research, etc. 15133

COMPANY Secretary-Accountant, 39, creative ability, sound commercial and financial experience; specialist organisation, staff control, statistics, etc.; irreproachable refs.; willing undertake temporary work. 16289

TRAINED Certificated Teacher, 20 years' wide expecience sports, games, rugby; or welfare supervisor, charitable society organiser, or clerical post with responsibility; married; highest refs. 15642

EX-OFFICER, age 35, smart appearance, speaks and writes French and Spanish, expert shorthand-typist; 6 years secretarial duties, 6 years sales management, home, continental and foreign experience, seeks post England or abroad; able drive car. 16016

EX-OFFICER, married, requires employment; 14 years' Canadian wallpaper manufacturers experience; expert on colours; accept any situation; 20 years references; active; health and general knowledge good; adaptable and trustworthy. 15768

THE OFFICERS' ASSOCIATION Employment Bureau have many ex-officers on their Register with linguistic qualifications, etc., and would welcome enquiries for Interpreters, Guides and Couriers, etc.

In addition to the above-mentioned, the Officers' Association Employment Bureau have on their Register a very large number of other Ex-Officers of varied qualifications, and the Secretary would be very grateful if Employers would kindly notify him at 20, GROSVENOR-GARDENS, LONDON, S.W.1, particulars of any vacancy they may have available. Telephone Sloane 2315.

PRACTICES AND PARTNERSHIPS.

LEGAL PARTNERSHIPS and the Sale of Practices arranged, London and the Provinces.—Gordon Ford & Co., 10, Norfolk-street, Strand, W.C.2. Temple Bar 6177.

SOLICITORS wishing to negotiate the sale or purchase of a practice or partnership should consult the Legal Department of the London and Northern Medical Transfer Agency Ltd., 15, Bedford-street, Strand, W.C.2. Special financial facilities are available for members of the profession, whereby a guaranteed bank loan may be obtained to aid the purchase of a practice or partnership.

MORTGAGE FUNDS, ETC.

TRUSTEE SECURITIES wanted at once for fund of £200,000. Interest 4 per cent.—Particulars to H. E. Foster & Cranfield, Surveyors, 6, Poultry, E.C.2.

FUNDS REQUIRED.—Trustee and others, from 4 % to 5 %, and Building Finance 7 %, upon sound properties to two-thirds of valuation.

R. B. A. Chambers, F.A.L.P.A., 3 and 4, Lincoln's Inn Fields, W.C.2. 'Phone. Holborn 2191. Established 1886.

PROPERTY INVESTMENTS.

TO PROPERTY OWNERS, Executors, Trustees and Solicitors.—Advertiser wishes to purchase SINGLE or BLOCKS of occupied pre-war Villas or Cottages, any part of London or Suburbs, for Investment. Freehold or Leasehold. No agents.—Send details to L. S., 21, Old Deer Park-gardens, Richmond.

7½% SHOP INVESTMENT S.W. LONDON.

A BLOCK of 7 Modern SHOPS with living accommodation over, all let on Lease at exclusive rents and producing a net income of £692 p.a. Lease 999 years.—A. J. Botting & Co., Surveyors, 106, Jermyn-street, S.W.1.

FOUR Freehold Houses, recently erected, let and yielding £152 net per annum. Price £1,800.—A. L. T. Taylor, Lakeside, Boston-gardens, Brentford.

MULTIPLE FIRM with 400 branches.—First class company as tenants on full repairing lease for 21 years of shop premises in well-known town with about 60,000 inhabitants. Price freehold, £6,150, to pay 4½%, or close offer.—Apply Marten & Carnaby, 10, Charles-street, S.W.1. (Whitehall 9877.)

OFFICES TO LET.

LINCOLNS' INN FIELDS.

Light, self-contained, corner suite of FIVE OFFICES. Lift. Rent £225 p.a. inclusive.

BEDFORD ROW.

ENTIRE PREMISES to be let, with vacant possession of major portion, or

1st floor; 5 rooms, 1,193 sq. ft. Rent £400 p.a. inclusive.

2nd floor: 7 rooms, 1,200 sq. ft. Rent £300 p.a. inclusive.

Apply:

WHITE, DRUCE & BROWN,

54, Kingsway, W.C.2. HOL. 2426.

BEDFORD ROW, W.C.

SINGLE OFFICES AND SUITES TO LET

From £40 per annum inclusive.

LOFTY WELL-LIGHTED ROOMS eminently suitable for SOLICITORS, ARCHITECTS, ACCOUNTANTS.

Apply:

HILLIER, PARKER, MAY & ROWDEN,

27, Maddox Street, W.1. Mayfair 7666.

CROWN CHAMBERS, Chancery-lane, W.C.—Entire floors to be let in modernised building. Exceptionally quiet and light. Central heating and lift. Also an excellent studio with top light.—Apply Weatherall, Green & Smith, Chartered Surveyors, 22, Chancery-lane, W.C.2.

AN OLD-ESTABLISHED firm of Solicitors have available for letting rooms on the third floor of their offices near Ludgate-circus, London, E.C.4. Automatic lift, central heating, splendid light. Total room floor space about 1,600 square feet. Could be divided. Alternatively the advertisers would consider amalgamation with or taking over a good class practice. Capital available. Apply, 4505, Solicitors' Journal, 29, Breams-buildings, E.C.4.

SUITE OF OFFICES to let, three rooms. Every convenience. Own entrance. Over well-known North London Estate Agent's offices. Main road. Splendid scope for solicitor. Rent moderate. Full details apply—Box 4507, Solicitors' Journal, 29, Breams-buildings, E.C.4.

FREEHOLD GROUND RENTS.

FREEHOLD GROUND RENTS offered for sale by the actual owners. Various parcels offered from time to time, with reversions of 99 years.—Those who have funds available should write and give details of what they require, Lawrie Estates Ltd., 17-19, Cockspur-street, Pall Mall, S.W.1.

STAMPS WANTED.

4s. EACH paid for fine Penny Blacks on letters. Correspondingly high prices paid for other British, Colonial and Foreign; old collections valued by licensed experts.—Write Alcock Regent-st., Cheltenham.

INFORMATION REQUIRED.

(2s. per line.)

WILL ANYONE who may be trying to find the next-of-kin of the late DONALD GRASSICK EASTMURE please communicate with F. G. Eastmure, 29, Cleveland-road, New Malden, Surrey.

ARMINE GEORGE WODEHOUSE, deceased.—Will any solicitor or any other person having knowledge of any WILL made by the deceased, formerly a Second Lieutenant in the 8th King's Royal Irish Hussars and temporarily resident in Kitzbühel in Austria, please communicate with May, May & Deacon, Solicitors, 49, Lincoln's-inn Fields, London, W.C.2.

The Solicitors' Journal

VOL. LXXIX. **Saturday, August 17, 1935.** No. 33

Current Topics: Lord Tomlin—Serjeant-at-Arms—Matrimonial Disputes—Housing Act Circular—Local Authorities and Planning—Road Accident Statistics—The Driver's Responsibility—Recent Decision .. 597
Lord Tomlin 599
The Right of Arrest 599
Copyright in Sporting News 600
Conveyances to Trustees of Personalty Settlements containing Power to Invest in the Purchase of Land 601
Company Law and Practice 602
A Conveyancer's Diary 603
Landlord and Tenant Notebook .. 604
Our County Court Letter 605
Points in Practice 606
To-day and Yesterday 607
Reviews 608
Obituary 608
Notes of Cases—
Offer *v.* Minister of Health 609
McKenna (Inspector of Taxes) *v.* Eaton-Turner 609
In re Davis & Collett, Ltd. 609
Malfroot & Syer *v.* Noxall, Ltd. .. 610
Dott *v.* Brown 610
Table of Cases previously reported in current volume—Part II 611
Rules and Orders 611
Societies 611
Legal Notes and News 612
Stock Exchange Prices of certain Trustee Securities 612

Current Topics.

Lord Tomlin.

We record with deep regret the death of Lord Tomlin which took place this week at Canterbury. Lord Tomlin, who was spending the vacation at his country house near that city, was taken suddenly ill on Thursday, the 8th of the present month and underwent an emergency operation for appendicitis the following day. He died on Tuesday, the 13th. An appreciation appears on p. 599 of the present issue.

Serjeant-at-Arms.

The recent announcement of the resignation of Sir Colin Keppel from the post of Serjeant-at-Arms, which he has held for twenty years, makes it of interest to call attention to the office and the duties which fall to be discharged by its holder. The office dates from a very early period of our Parliamentary history, and the holder is to-day what he has been all through his association with Parliament, an officer of the Crown lent to the Commons to assist in the preservation of order, and in the last resort, to enforce the directions of the chair. He is the attendant of the Speaker when Parliament is in session, also attending him on ceremonial occasions beyond the walls of the House. It seems that his tenure is such that he can only be removed on an address from the House to the Crown. Most of us associate him with the custody of the mace—that august symbol of authority—but at one time he had a variety of other functions to carry out, many of them now obsolete, among the latter being the duty of bringing to the bar of the House those members who failed to answer calls issued by the Speaker to the sheriffs on the order of the House. There is a tradition also that at one time those members who were also gentlemen of the long robe and who were apt to sacrifice their public duties as members of Parliament to the calls of their clients had to be summoned from Westminster Hall to attend to their duties in the House, and this summons fell to be executed by the Serjeant-at-Arms. As we all know, present-day lawyer members of the House are assiduous in their attendance and now need no persuasive message from the Serjeant-at-Arms.

Matrimonial Disputes.

Mr. Claud Mullins recently made a significant statement in indicating the results of the policy adopted with the approval of his colleague Mr. Brodrick at the South-Western Police Court in regard to disputes between married persons. The policy of the court, the learned magistrate said, had been to deny legal rights to no one, to see that as far as possible an applicant realised the consequences that would follow an order before a summons was granted, to facilitate interviews out of court with a probation officer before a public hearing, and generally to conduct all public hearings in such a way that the court got to understand what the real causes of the dispute were. An investigation of the court registers showed that during a period of seven months from the beginning of January to the end of July of the present year 220 summonses were issued under the Summary Jurisdiction (Married Women) Act. In forty-five cases matters were adjusted after summonses without any public hearing—most of them without any appearance in court. In many of these cases, it was explained, the probation officer sent a friendly letter to the husband before the formal summons reached him, offering his services, and that nearly always resulted in interviews before the day fixed for the hearing. In a further forty-four cases a public hearing was begun but was adjourned, the magistrate doubting whether its continuance was in the interests of the parties. Ten other cases were adjourned at subsequent hearings, and in nine others an interim order was made. The cases in which no final orders were made thus numbered 108. Of the remaining 112 cases, the summons was dismissed in twenty-three, final orders for separation and/or maintenance being made in eighty-nine. In the course of the foregoing statement the learned magistrate said that he was convinced that if he had been compelled to hear these cases on the old-fashioned lines, the number heard publicly in court would have been greater, the number of final orders would have been considerably greater, and the number of cases dismissed would have been smaller. Under the new methods husbands had a better opportunity of explaining their conduct. Reference was also made to the settlement without court proceedings during the same period of domestic disputes in seventy-one cases where the applicants did not seriously contemplate separation, and to ten cases of assault between husband and wife which were treated not as criminal matters but as domestic disputes. Two of these summonses were withdrawn before the hearing, five were heard in court without an order being made, while in the remaining cases the husbands were bound over.

Housing Act Circular.

The Circular (No. 1493) which was sent by the Ministry of Health last week to local authorities on the Housing Act, 1935, contains matter of general interest, and its usefulness is not confined to those immediately concerned in the administration of the Act. The circular lays stress on the importance of the main purpose of the Act—the abolition of overcrowding—and indicates that the Minister is prepared to give any assistance in his power to local authorities in a position to take immediate action, in advance the issue of certain memoranda promised in the circular. Information is given of the changes brought about by the Housing Act, 1935, in the law relating to slum clearance, particular attention being drawn to the new

financial provisions contained in Pt. III of the Act in regard to the Housing (Rural Workers) Acts of 1926 and 1931. The circular urges that fuller use be made of these Acts, the response to which has, as we have before indicated in this column, been disappointing. Meanwhile, pending this further campaign against unsatisfactory housing conditions, it is interesting to note that during July the declarations scheduling areas as slum areas and submitted by local authorities to the Ministry of Health cover 7,898 houses—the highest monthly figure on record, the previous highest, that for last April, being 5,584. These figures are taken from the latest returns which indicate that new houses are being completed at the rate of about 3,000 a month. There are at present some 30,000 houses under construction and—as was indicated in a recent paragraph in *The Times*—the rate at which re-housing proposals are being approved suggests that the number under construction will be maintained and even increased in the future, and that the objective of an output of 50,000 houses a year is likely to be more than secured. That number of houses has already been completed under the Housing Act, 1930, while more than one-third of the 280,000 slum houses have now been covered by declarations submitted and re-housing proposals approved.

Local Authorities and Planning.

It is probable that readers not professionally concerned with the subject of town and country planning would find much to interest them in a pamphlet recently published by the Stationery Office on behalf of the Minister of Health entitled "Town and Country Planning in England and Wales" (price 6d.). The primary object of the pamphlet is to assist local authorities engaged in the preparation of schemes under the Town and Country Planning Act, 1932. The importance of planning to a definite time-table in accordance with the statutory time limits is emphasised and suggestions are made for dealing with difficulties that may arise at various stages in carrying out a scheme. Full consultation with owners and industrial and business interests is regarded as an essential part of the preparation of a scheme. While the pamphlet deals with the preparation and bringing into operation of schemes made under the Act of 1932, it has been prepared also with the object of interesting and being of service to owners and the general public.

Road Accident Statistics.

The informative figures contained in the analysis of fatal road accidents issued last week by the Ministry of Transport have received sufficient publicity in the daily Press, and it is not proposed to repeat them here except to draw attention to certain features bearing upon the problem of road safety. The total number of accidents analysed is 1,500. These resulted in the death of 1,532 persons. Nearly two-thirds of the accidents occurred on straight roads or open road bends with good sight line. Nearly one-third happened at road junctions or crossroads, but only twenty-nine of them at places controlled by police or traffic signals. The majority of accidents are caused either by collisions between moving vehicles or by collisions between vehicle and pedestrian; the former accounts for about 56 per cent. of the total number of accidents recorded; the latter for about 27 per cent. The safest time for using the roads is between midnight and 6 o'clock in the morning; the most dangerous, between 4 and 8 p.m., with a peak hour between 5 and 6. More than half (55·9 per cent.) of the total number of people killed were pedestrians, one-fifth were pedal cyclists, 12·9 per cent. motor-cyclists, and only 4·8 per cent. drivers of vehicles other than motor-cycles. Built-up areas were the scene of just over 65 per cent. of the total number of accidents analysed, while the percentages of pedestrians, pedal cyclists and motor-cyclists killed in those areas were 81, 56 and 32 respectively. The figures reveal that (in round figures) only one out of five pedestrians killed was between the ages of fifteen and fifty-five, while in about 63 per cent. of the cases the pedestrians were crossing the carriageway at the time of the accidents and in 30 per cent. they were in the carriageway, not walking or crossing. The sole or main cause assigned by the chief constables upon whose reports the analysis is based were in just under one-half of the cases pedestrians, in just over one-quarter drivers, while pedal cyclists were considered responsible for about one-sixteenth of the total.

The Driver's Responsibility.

Drivers—the term does not include pedal cyclists—were thought to have been responsible in 376 cases. In 113 of these the accidents were further attributed to excessive speed, forty-three to apparent inattention, thirty-five to failure to keep to the near side of the road, eighteen to improper overtaking or attempts to overtake, twenty-five to misjudging clearances, distance or the speed of an approaching vehicle, twenty to swerving, twenty to losing control, while in twenty-five cases skidding was the cause. Other causes operated in the remaining sixty-seven instances. It is to be noted that cases in which the blame was attached to the driver account only for 11·4 per cent. of the total number of pedestrians killed. This affords some indication of the difficulty of securing road safety and of the limits which will necessarily attend efforts to bring about a better standard of driving—desirable and imperative as those efforts are. *The Times*, in a leader last Monday, alluded to the widespread disregard of the speed limit in built-up areas and to the position in regard to pedestrian crossings. "Observation of some of them," it is said, Trafalgar Square being cited as an example, "suggests that they may become places where the pedestrian is invited to chance his luck rather than avenues of safety." "In short," the article continues, "the effectiveness of safety measures depends upon enforcement, and enforcement depends in the nature of things upon general appreciation that it is a public duty to observe them, an appreciation which must be reflected in the courts charged with administering the law." It will be generally conceded that the law should be rigidly enforced against the minority of drivers who choose to ignore regulations and particularly against those whose recklessness, rather than incompetence, is a source of danger not only to themselves but to other motorists, the vast majority of whom drive with consideration and discretion. But the figures exhibit the pedestrian as the most potent source of danger. Against him measures are not so easily taken. The provision of guard rails is a step in the right direction. Footpaths with a reasonable surface for walking would be another. The Highway Code is a third—if he can be induced to read it. It is interesting to note that the traffic census, which is being taken at the time of writing and which covers nearly 27,000 of first-class roads outside London, will record the movements of pedestrians as well as of road traffic.

Recent Decision.

In *Joseph* v. *East Ham Corporation* (*The Times*, 30th July), the Court of Appeal dismissed an appeal from a county court in which it was held that there was a *bonâ fide* dispute between the consumer and suppliers of electric current and that the latter were not justified in disconnecting the supply. The decision turned on certain paragraphs in the Schedule to the Electric Lighting (Clauses) Act, 1899, as amended by the Second Schedule of the Electric Lighting Act, 1909, which not only provides for the supply of a meter of an approved pattern, but requires it to be certified by an electric inspector. It was held, that in the present case there was no electric inspector and, therefore, no properly certified meter. Evidence was given to the effect that with one or two exceptions no electric inspector has been appointed in the United Kingdom. If that were so, Slesser, L.J., observed, the consequences in relation to the administration of the Acts might be extremely serious.

Lord Tomlin.

LORD TOMLIN, whose death at the age of sixty-five is recorded in another column, will be numbered among the great equity lawyers of modern times. His penetrative mind and exceptional powers of logical reasoning and analysis are reflected in his judgments, which are models of concise and clear statement. Among branches of the law which he made peculiarly his own are those relating to partnership and patents. LORD TOMLIN'S public activities did not end with his judicial work, for in addition thereto he performed over a period of years arduous duties as Chairman of Royal Commissions, while during the last two years of his life, on succeeding to an estate in Kent on the death of his sister, he became Lord of the Manor and filled the role of country squire to the great benefit of the neighbourhood.

The eldest son of the late GEORGE TADDY TOMLIN of Canterbury, THOMAS JAMES CHESSHYRE TOMLIN was born on 6th May, 1867, and educated at Harrow and New College, Oxford, of which he subsequently became an Honorary Fellow. He was placed in the third class in Classical Moderations in 1887, obtained a first in jurisprudence in 1889, and a second in the examination for the B.C.L. in 1891. He was called to the Bar during the same year by the Middle Temple and Lincoln's Inn, of which he afterwards became a Bencher, and entered the chambers of R. J. PARKER (afterwards LORD PARKER), the bulk of whose large practice fell to him when the latter was raised to the Bench in 1906. During the period of his practice as a junior LORD TOMLIN was appointed Junior Equity Counsel to the Board of Inland Revenue, the Board of Trade, the Commissioners of Woods and Forests, the Charity Commissioners, and the Board of Education. He took silk in 1913, practising successively in the courts of JOYCE, J., and PATERSON, J. He subsequently went "special," and obtained a very large practice, appearing frequently in the House of Lords and before the Judicial Committee of the Privy Council. After practising ten years as a leader he was raised to the Bench, becoming in 1923 one of the six judges of the Chancery Division. An unusual event marks the next stage of LORD TOMLIN'S career. When the Appellate Jurisdiction Act, 1929, raised the number of Lords of Appeal in Ordinary to seven, there were only two instances of judges of the High Court becoming Lords of Appeal in Ordinary without having been Lords Justices of Appeal; one of them, it is interesting to note, being LORD PARKER. LORD TOMLIN provided another example of a High Court Judge being directly appointed a Lord of Appeal, and his discharge of the duties of that office was marked by the same qualities, learning, courtesy and quickness, which had distinguished his judicial work in the Chancery Division.

LORD TOMLIN acted as Chairman of the Royal Commission on Awards to Inventors from the date of his appointment in 1923 until the last sitting of the Committee at the end of 1933. He was also Chairman of the Child Adoption Committee of the University of London Commissioners, of the Home Office Advisory Committee on the Cruelty to Animals Act and of the Royal Commission on the Civil Service. The last particularly made heavy inroads upon his time, involving as it did consideration of the multifarious changes in the conditions of work brought about by the War.

Before succeeding to his country estate, Lord Tomlin's life had been spent principally in London. He entered with enthusiasm into the duties incidental to country life, was an ideal landlord and a generous benefactor.

It has been said that his death will be a great blow to the countryside, for, in the words of an intimate friend, he was beloved of everyone. Certainly, members of each branch of the legal profession will grieve at the loss of one who during his life upheld the highest traditions of Bench and Bar.

The Right of Arrest.

A CIVIL case of considerable public interest was heard at the Oxfordshire Summer Assizes this year by Macnaghten, J., and a special jury. The plaintiff, an elderly lady of unblemished reputation, was awarded £800 damages against Woolworth & Co. Ltd., the well-known keepers of chain stores, for false imprisonment.

The plaintiff alleged that on the 19th December, 1934, she was in the defendants' shop at Oxford. As she was leaving, one of the defendants' employees detained her, saying, "Madam, you are leaving with goods you have not paid for." He then requested her to accompany him to the basement; she complied with the request in view of his plain intention to use force if she did not comply. She was detained there for about half an hour, and her shopping bags were searched. A constable then arrived and conducted her to the police station where she was charged with stealing various small articles, including a threepenny packet of "Christmas wrappings." On this charge she was tried and acquitted at the next petty sessions. Shortly afterwards she asked Messrs. Woolworth to reimburse her for the expense to which she had been put, a trivial sum. This request they rejected, and the plaintiff thereupon launched her action, claiming damages for slander, assault and false imprisonment. The counts for slander and assault were not pressed. In effect, the defendants admitted all the plaintiff's allegations, but justified the false imprisonment, alleging that the plaintiff did in fact steal the packet of "Christmas wrappings."

As the learned judge pointed out, there was, therefore, only one issue to be tried—did the plaintiff steal the packet? A mass of evidence was called, which undoubtedly did give rise to suspicions, reasonable in themselves, but perfectly compatible with the innocence of the plaintiff. The plaintiff went into the box and denied the accusation. Macnaghten, J., directed the jury that the entire onus was on the defendants, just as it is on the Crown in a criminal trial. Evidence giving rise to suspicions, however reasonable, was insufficient; the defendants must prove their charge affirmatively. Further, the defendants had persisted in the charge and proclaimed it *urbi et orbi*: if the jury found for the plaintiff, the damages must be a "very substantial sum, to make clear her innocence to all the world." The jury found for the plaintiff and awarded £800 damages.

The law governing the matter may be summarised as follows:—

(1) Where A brings such pressure, whether physical or moral, to bear on B as to prevent B's locomotion altogether or to constrain it in the direction that A demands, there is an imprisonment at common law: *Bird* v. *Jones*, 7 Q.B. 742.

(2) *Primâ facie*, all imprisonments are wrongful.

(3) An imprisonment may be justified on certain specific grounds, *inter alia*, arrest for felony is justifiable at common law in the absence of a warrant, where—

(i) A is a constable and has *reasonable cause to suspect*—

(*a*) that a felony has been committed, and

(*b*) that B has committed it (*Beckwith* v. *Philby*, 6 B. & C. 635).

(ii) A is a private individual, and—

(*a*) the felony alleged as the ground of arrest has in fact been committed (*Walters* v. *W. H. Smith & Son Ltd.* [1914] 1 K.B. 595);

(*b*) A has reasonable ground for suspecting that B has committed that felony.

At common law a private individual can never arrest without a warrant for a mere misdemeanour, though there are several statutory exceptions to this rule.

In short, it is exceedingly dangerous for a private person to exercise the undoubted right to arrest without a warrant for felony, as he must be prepared to prove, and to prove affirmatively, beyond shadow of doubt, that that very same

felony as he alleges has in fact been committed and that he had reasonable ground for supposing that the person arrested had committed it. Moreover, if the defendant in an action for false imprisonment commits himself as far as Messrs. Woolworth's employees did, and says he *saw* the felony committed, he saddles himself with a heavier burden. For if the evidence of the felony and for the suspicion of the person arrested is one and indivisible, any question of "reasonable cause for suspicion" disappears, and the actual guilt of the plaintiff must necessarily be established. In the present case nothing short of proving that the plaintiff stole the packet would save the defendant's case. Herein lies one major distinction between the tort of false imprisonment and that of malicious prosecution, for in the latter the whole onus is on the plaintiff, and he cannot succeed without showing affirmatively that the defendant acted from an improper motive and without reasonable or probable cause (*Abrath* v. *North Eastern Railway Co.*, 11 App. Cas. 247). In the present case the police had in fact prosecuted; but even if Messrs. Woolworth had prosecuted, the plaintiff could hardly have succeeded against them in an action for malicious prosecution. Their good faith was not impugned, and they undoubtedly had reasonable grounds for suspicion, though the suspicions happened to be quite incorrect. The common law in its solicitude for individual liberty and the rule of law takes a far more serious view of a defendant who has taken the law into his own hands than of one who has inadvisedly set its processes in motion.

The present case must react upon a fairly extensive public. Various trading concerns, of which the defendants are probably the best known, find it pays them to expose their wares for sale on open counters. In the circumstances they run and must accept a fairly serious risk of theft by shoplifters, amateur or professional. If, in fact, a shoplifter is detected, it is obviously right that he should be detained until the police arrive, with a view to prosecution. Such an arrest will be justified if the charge can be made out, and in no other circumstances. In practice, in cases of this sort, it will be impossible to prove that a felony has been committed and that there is reasonable ground for suspecting the plaintiff, unless the defendant actually proves the plaintiff's guilt.

If the prisoner is acquitted in the criminal court, and demands reparation, the wise storekeeper will remember the saying "agree with thine adversary quickly." It is true, of course, that as between plaintiff and defendant in the civil trial the criminal proceedings will be *res inter alios acta*, but as a matter of fact no jury is likely to say that a person is a thief whom the criminal court has acquitted on the same charge, unless wholly new evidence is forthcoming. Such a case will be very unusual, and in the present case there was no attempt to adduce new evidence. Consequently, the task of counsel for Messrs. Woolworth was really hopeless from the start.

A wise storekeeper will settle such an action. A still wiser one will see that he does not become liable at all. It is most foolish to arrest a suspected shoplifter unless he is caught *flagrante delicto* and arrested at once. In any case short of that it will be wise to ask for the suspect's name and address, in order to prosecute without arresting. If he will not give his name and address he should be followed down the street until the storekeeper meets a constable, and the matter should be reported to the constable, who will then take the responsibility. The suspect should not be "given in charge," as that would make the constable the agent of the person preferring the charge. In the case under consideration Messrs. Woolworth made a great mistake in not arresting the plaintiff (if they were going to arrest her at all) until she reached the door of the shop, many yards from the scene of the alleged crime.

It may appear to the reader that such a state of the law unduly favours the guilty. That may be so, but any possible modification seems likely unduly to prejudice the innocent. The right of arrest by a private person without a warrant is a most exceptional one and one not to be lightly extended. No extension of the right could be confined with any show of plausibility to shopkeepers, and if the right were extended the danger of abuse would be extended. Unless the right is recognised as a wholly exceptional one there is a grave danger that there may be infringements of that personal liberty which the common law perhaps primarily exists to secure. Nor need undue sympathy be expended upon the storekeeper, be he man or body corporate, whose goods are a prey for shoplifters. For a shoplifter must always be in great jeopardy of being caught in the act, while the storekeeper himself exposes his goods in a manner that is a temptation to the weak and an invitation to the unscrupulous, for the satisfactory reason that it is profitable to him to do so.

Copyright in Sporting News.

THE recent decision of Eve, J., in *Odham's Press Ltd.* v. *London and Provincial Sporting News Agency Ltd.* (1929) (79 SOL. J. 541), produced an interesting argument on questions of copyright, and as there was practically no dispute on the facts, the decision turned entirely on a question of law, viz., whether the information obtained on behalf of the plaintiffs in the form in which it was published was proper subject-matter of copyright within the Copyright Act, 1911. A number of authorities were cited, some of them earlier than the Act, and the latter would appear to have little, if any, value on the point at the present time.

The plaintiff company were the proprietors and publishers of two journals, the *Sporting Life* and the *Sporting Chronicle*, and they regularly employed two racing journalists, one representing each paper, to attend race-meetings all over the country, and to ascertain and fix the starting prices of the first three horses in each race, and also of other horses on which there might be any betting—the favourite often gets left. Many years ago, when there were two rival sporting daily papers, and starting prices were of less importance, each produced its own list of prices which did not always agree, and this was naturally found inconvenient. Competition having been eliminated, there is now only one list of such prices, fixed by agreement on the course, and therefore practically official. The two journalists, who gave evidence, said that before each race they circulated independently among the bookmakers and backers in Tattersall's Ring, and ascertained the last odds against each horse from the bookmakers' books and any available sources of information. Immediately on the start they would meet and compare figures, which nearly always agreed, taking the average if there was any difference. As soon as the race was over and the result known the starting prices of the first three horses were entered against their names in a notebook and communicated to a press representative, then to bookmakers and their "runners," and then posted up on a board by the clerk of the course for all to see. All this occupied a matter of only two or three minutes.

The defendants have an organisation operating on all race-courses for the collection and transmission of all kinds of racing information which is telephoned to their head office and thence to their subscribers, who are practically all starting-price bookmakers, to whom it is of importance to have the earliest possible news from the course. No doubt they could get it through the plaintiffs, but it seems they could get it just a little earlier through the defendants' novel methods. In these circumstances the plaintiffs claimed that they had a copyright in the entries in the notebook which the defendants had infringed by "acoustic representation," for there was no evidence that they had written down anything. It was contended that the prices were a "compilation" and therefore a "literary work" within s. 35 of the Act, and *Exchange Telegraph Co.* v. *Gregory* [1896] 1 Q.B. 147, and *Exchange Telegraph Co.* v. *Howard* (1906), 22 T.L.R. 375, were relied on—the first being a case where copyright was held to subsist

in Stock Exchange prices, and the second a case of cricket scores. But, as Buckley, J. (as he then was), said in the latter case: "The plaintiffs sue, not in copyright at all, but in respect of that common law right of property in information which they had collected and were in a position to sell, and their case is that the defendants had stolen their property." In the present case, however, there was no suggestion of any bad faith, it was only a matter of competition in getting off news made public as quickly as possible. It would be absurd for the plaintiffs' representatives on the course to say "Everybody can have this information except the defendants"—the "blower" service, as they were generally called. The plaintiffs' real complaint was "We have eliminated all competition in sporting news service, and now this new agency comes in and starts a fresh competition." But, as Eve, J., held, dimissing the action, this does not entitle them to the protection of the Copyright Act, 1911, for mere news which could not have been put into any kind of literary form. News is not the subject-matter of copyright, only the form in which that news may be put: *Walter* v. *Steinkopff* [1892] 3 Ch. 489. Before the Act of 1911 no copyright could subsist in an unpublished work, now, under s. 1 (1), it can, but by s. 31 no person can be entitled to copyright or any similar right in any literary work, whether published or unpublished, except in accordance with the provisions of the Act, and the effect of the section is summarised in the marginal note as "Abrogation of common law rights." This appears to deprive the earlier cases on the point of any authority.

Conveyances to Trustees of Personalty Settlements containing Power to Invest in the Purchase of Land.

THE Law of Property Act, 1925, s. 32 (1) provides that where a settlement of personal property or of land held upon trust for sale contains a power to invest trust money in the purchase of land, such land shall, unless the settlement otherwise provides, be held by the trustees upon trust for sale. At first sight the effect of this section appears to be that trustees for sale purchasing land under a power contained in the settlement take such land upon trust for sale, even though the settlement contains no express direction to this effect. A different conclusion has however been suggested: see Key and Elphinstone's "Precedents in Conveyancing," 13th ed., Vol. 1, p. 563, note (c). It may also be relevant to note that in Prideaux's "Precedents in Conveyancing," 22nd ed., Vol. 3, p. 156, where a precedent is given of a power to trustees to purchase land, it has been thought expedient to include an express direction that land purchased in exercise of such power is to be vested in the trustees upon trust for sale.

The argument advanced in Key & Elphinstone is as follows: Sub-section (2) of s. 32 provides that that section shall not apply to capital money arising under the Settled Land Act, 1925, or to money liable to be treated as such. Under the Settled Land Act, 1925, s. 77, where under any instrument money in the hands of trustees is liable to be laid out in the purchase of land to be made subject to the trusts declared by that instrument, the trustees may, at the option of the tenant for life, invest or apply the money as if it were money arising under the Settled Land Act. If, therefore, trustees of a personalty settlement have power to invest trust money in the purchase of land, such money is liable to be treated as capital money under the Settled Land Act, with the result that the Law of Property Act, 1925, s. 32, does not apply to land so purchased. It is suggested that such land must be conveyed to the tenant for life of the settlement by subsidiary vesting deed under the Settled Land Act, 1925, s. 10.

The case cited (*Re Draycott S.E.* [1928] Ch. 371) is, however, no authority for this proposition. In that case the settlement came into operation before 1912 and consequently the Law of Property Act, 1925, s. 32 (which replaces the Conveyancing Act, 1911, s. 10) did not apply: sub-s. (2).

It is, moreover, difficult to see who in a personalty settlement appropriately fits the description of a tenant for life contained in the Settled Land Act, 1925, s. 19. That Act only applies to settlements of land such as are mentioned in s. 1 (1), and not to settlements of property other than land, nor to land held upon trust for sale: s. 1 (7). In whose favour then is the suggested subsidiary vesting deed to be made?

Furthermore, to what principal instrument is such vesting deed subsidiary?

Trustees holding land upon trust for sale have power under the Law of Property Act, 1925, s. 28, and the Settled Land Act, 1925, s. 73 (1) (*xi*), to invest the proceeds in the purchase of land. It would be strange if the effect of their selling Whiteacre and purchasing Blackacre were to convert a trust for sale into a strict settlement.

Again, if the Settled Land Act, 1925, s. 77, operates to make money subject to every personalty settlement, which contains a power to invest in the purchase of land, liable to be applied as capital money arising under the Settled Land Act, 1925, then the legislature has by sub-s. (1) made certain provisions, which by sub-s. (2) it has enacted are never to be applicable.

It is admittedly difficult to give a meaning to s. 32 (2), but it is submitted that the argument advanced in Key and Elphinstone, leading as it does to such conclusions, must be fallacious. Moreover, a similar difficulty has been experienced in connection with the Trustee Act, 1925, s. 32, which gives trustees of a personalty settlement certain powers of advancement. Sub-section (2) of that section contains words similar to, though not identical with, those contained in the Law of Property Act, 1925, s. 32 (2). Nevertheless it has been held (*Re Stimpson's Trusts* [1931] 2 Ch. 77) that the Trustee Act, 1925, s. 32, applies to such a settlement. It is true that that case turned upon the constitution of the Law of Property Act, 1925, s. 28, and that no reference was made to the Settled Land Act, 1925, s. 77. It would, however, be curious if the statutory power of advancement had been held to be inapplicable had the settlement in that case contained an express power to invest in land. It would be equally strange had it been held that the statutory power of advancement did not extend to money which, supposing land subject to the settlement had been sold, represented the proceeds of sale of such land.

In view of the doubts which have arisen in connection with s. 32 of the Law of Property Act, 1925, it seems from a practical point of view less likely to lead to difficulty to convey the land to the trustees upon trust for sale, rather than to some other person by subsidiary vesting deed. A subsequent purchaser from the trustees will not be concerned whether or not the trust instrument contains a direction that the land should be held on trust for sale: Law of Property Act, 1925, s. 27. If the land had been conveyed by vesting deed, a subsequent purchaser would be entitled to raise the question whether such vesting deed has been properly made: Settled Land Act, 1925, s. 110 (1), proviso. The "subsidiary" vesting deed suggested in Key and Elphinstone will clearly be a first vesting instrument giving effect to a settlement.

No difficulty, of course, arises if the power to invest in the purchase of land is accompanied by an express direction that the land so purchased shall be conveyed on trust for sale. Such express direction will be followed, and no question will arise whether s. 32 is or is not applicable. That section will in those circumstances be unnecessary.

Sir Alexander Herdman, who recently retired from the New Zealand Supreme Court Bench, announces that he will contest the Parnell seat at the next General Election. Sir Alexander was Attorney-General and Minister of Justice in the Massey and National Cabinets during the War, and was appointed a Judge in 1918.

Company Law and Practice.

"Grounds" or "Reasons" for Rejecting Transfers.

At the beginning of this year I dealt in these columns with the refusal of directors to register a transfer of shares. On that occasion the constriction of space compelled that the subject be considered on general lines; but, in view of a case which came before the court at the end of last term, a more particular consideration of a portion of that previous article seems opportune.

The recent case to which I refer is *Berry and another* v. *Tottenham Hotspur Football and Athletic Company Limited*, reported in *The Times* of Thursday, 1st August, 1935. It was a procedure summons before Crossman, J., by which the plaintiffs, Mr. Berry and Mr. Stewart, asked for leave to administer certain interrogatories to the defendant company, and the action itself concerned the right of the defendant company to refuse to register a transfer of one share in the company by Mr. Berry in favour of Mr. Stewart, and was a test case.

The first principle to be observed in any such question is afforded by the decision in *In re Gresham Life Assurance Society: ex parte Penney* (1872), L.R. 8 Ch. 446. The deed of settlement of the company provided that any shareholder should be at liberty to transfer his shares to any other person who was already a shareholder, or who should be approved of by the board of directors, and that no person not being already a shareholder, or the executor, etc., of a shareholder, should be entitled to become the transferee of any share unless approved of by the board. The Court of Appeal held that the directors were not bound to disclose their reasons for rejecting a transferee, provided they had fairly considered the question at a board meeting; and that, in the absence of evidence to the contrary, the court would take for granted that they acted reasonably and *bonâ fide*. The principle was, in *In re Coalport China Company* [1895] 2 Ch. 404, held to be equally applicable to cases where their power is limited to particular grounds for refusal, as opposed to cases where their power is absolute (e.g. *Penney's Case*). The relevant article in *In re Coalport China Company* provided that "the directors may refuse to register any transfer (*a*) where the company has a lien on the shares; (*b*) where it is not proved to their satisfaction that the proposed transferee is a responsible person; (*c*) where the directors are of opinion that the proposed transferee is not a desirable person to admit to membership"; unless, in the case of paragraphs (*b*) and (*c*), the proposed transferee were already a member.

At this stage we should pass to consider in some detail the case of *Duke of Sutherland* v. *British Dominions Land Settlement Corporation Limited* [1926] 1 Ch. 746, about which there was a good deal of discussion in *Berry* v. *Tottenham Hotspur Football and Athletic Company Limited*, *supra*. In the *Duke of Sutherland's Case*, the relevant article provided that "The directors may without assigning any reason decline to register any transfer of shares not fully paid up made to any person not approved by them or made by any member jointly or alone indebted or under any liability to the company." The facts were that the plaintiff was the holder of 10,000 partly paid cumulative preference shares in the company, and in December, 1925, he executed a transfer of 8,000 of these shares to a transferee. Registration of the transfer was refused, and the plaintiff brought this action claiming a declaration that the company was not entitled to refuse such registration, and accordingly rectification of the register. By a trust deed securing debentures which the company had issued earlier in 1925, the company covenanted with the trustees that it would not, in regard to 100,000 preference shares, register, until the shares were fully paid, any transfer of any of them to any proposed transferee not approved by the trustees; and would not, without the previous consent in writing of the trustees, release any of the holders of these shares from any moneys payable or which might become payable in respect of such shares. By his statement of claim, the plaintiff alleged that the company had wrongfully refused to register the transfer, that the directors did not exercise any proper discretion under the articles, and that they had abdicated their discretion by entering into the above covenant with the trustees; while the defendants claimed, by their defence, to have exercised the discretion under the article *bonâ fide*. The plaintiff sought to interrogate the defendant company by asking certain questions, and as the interrogatories in *Berry's Case* were framed upon those allowed in the *Duke of Sutherland's Case*, we should notice that the questions sought to be asked in the latter case were these: (1) Whether the company said that the directors had declined registration in exercise of the power to decline to register any transfer made to any person not approved by them, or in exercise of the power to decline to register any transfer by a member jointly or alone indebted to the company; (2) whether they said that the transfer was to a person of whom the directors did not approve; (3) whether they said the plaintiff was in fact a person jointly or alone indebted to the company; (4) whether the debenture trust deed was referred to by anyone at any meeting at which the question of registering the transfer was discussed. The Master had allowed the third interrogatory but refused the remainder; but Tomlin, J., held that all the interrogatories were proper to be allowed, and that the defendant company was not entitled to refuse to state which of the grounds mentioned in the article the directors had acted under, although it might refuse to state what reasons influenced them in exercising their discretion upon that ground. The important words in connection with this decision are the words "without assigning any reason" contained in the relevant article, which I have quoted.

To turn now to *Berry* v. *Tottenham Hotspur Football and Athletic Company Limited*, the application was concerned with the second defence that the directors had complied with article 16 of the company's articles of association; that article read thus: "The directors may decline to register any transfer of shares made by a member who is indebted to the company, or in case the transferee shall be a person of whom the directors do not approve or shall be considered by them objectionable, or the transfer shall be considered as having been made for purposes not conducive to the interests of the company, and the directors shall not be bound" (and the next words are the most important) "to specify the grounds upon which the registration of any transfer is declined under this article . . ." The object of the desired interrogatories was to ascertain under which branch of article 16 the directors were seeking to act, as opposed to the reasons which had influenced them in forming their decision; and it was the plaintiffs' submission that the relevant article in the *Duke of Sutherland's Case* and article 16 were in substance the same, with no material difference, and that in each case the directors were not bound to specify why they objected, but they were bound to say under which branch of their power they had purported to act. It was also pointed out that the plaintiffs' ignorance of the ground or branch of the power under which the company was acting would put them in very great difficulty in the preparation and conduct of their case, particularly as the plaintiffs were loaded with the burden of proving that the company had acted wrongfully. The principal consequence of refusing the plaintiffs' application would be that a company could embody in its articles words which could prevent a person who was not a shareholder, and was seeking to become one, from obtaining discovery according to the Rules of Court; in other words, it was making it possible for a company's articles of association to override Rules of Court. The further submission was made that the distinction drawn by Tomlin, J., in the *Duke of Sutherland's Case* between "reasons" and

" grounds " was one which had been made only for purposes of illustration, and with no intention of endowing those words with the benefit of judicial interpretation. The distinction presumably referred to is at [1926] 1 Ch. 746, at p. 756, where, considering the words " without assigning any reason," he says : " But it seems to me that the reason for exercising the power is a distinct thing from the grounds which give rise to its exercise. If the indebtedness of the transferor is a ground for the exercise of the power, the power may be exercised one way or the other for one or more reasons ; and in my opinion the words ' without assigning any reason ' have reference to the reasons which move the directors in coming to such conclusions as they may see fit to reach, and have not reference to the circumstances in which the power is exercisable."

But it was made clear in *Berry's Case* that the defendant company's opposition was founded on the difference between article 16 and the article in the *Duke of Sutherland's Case ;* the point at issue being (to summarise) whether " to assign a reason " had the same meaning as " to specify the grounds." In support of its contention that the two expressions by no means meant the same thing, the defendant company relied on *Ex parte Penney* (with which I have already dealt), and on the grammatical difference between the word " grounds " and the word " reasons." It was urged that " specify " was a word derived from the Latin, meaning to make quite clear the species referred to, that enactments dating from the middle of the last century had contained the words " specifying the grounds," so that the draftsman of the article in question must have been well cognisant with the use and meaning of the expression ; and that " specifying grounds " was therefore quite distinct from " assigning reasons " ; a contention which is, I think, in accord with common sense and general usage.

In giving judgment, Crossman, J., said that the words of article 16 were very much stronger than those in the *Duke of Sutherland's Case*, and he was unable to conclude, on construction, and having regard to what Tomlin, J., had said in that case, that " specifying grounds " was the same as " assigning reasons." He thought that, in the circumstances, by the Rule of Court under which he acted, it would not be right for him to allow the interrogatories on the view which he took of the construction of the article, because to do so would be to allow the interrogatories to override an agreement by which the parties were bound. This last observation is presumably a reference to the contractual effect of the articles. Though the reported judgment is regrettably short, it seems fair to say that the decision has considerably enlarged the encroachment, which was first made by the *Duke of Sutherland's Case*, on the principle contained in *Ex parte Penney*, both *supra*. Its effect, as the defendant company contended, might be to enable directors, under such an article, to refuse to register a transfer of shares on whatever ground they chose without running the slightest risk of investigation by the court. However, from the point of view of the draftsman of a company's articles, the decision itself and its apparent consequences cannot be ignored ; but even greater care and consideration is now needed in deciding whether directors are to be empowered to refuse to register transfers " without specifying any grounds" for their action, or " without assigning any reason " therefor, the former affording them the greater immunity.

The Professional Classes Aid Council, of 251, Brompton-road, S.W.3, which was founded in 1914 as the Professional Classes War Relief Council and reconstituted in 1921 as a permanent benevolent fund, will complete twenty-one years' work in October. In the annual report for the year ended 30th April, it is stated that 1,365 applications were received during the twelve months—rather more than in 1933–34. Financial assistance or help in kind was given to 340 families, and 357 persons were advised of other appropriate sources of help.

A Conveyancer's Diary.

Precatory Trusts.

A RECENT case, *Re Green, Shears* v. *Lloyds Bank Ltd.* [1935] W.N. 151, directs attention to the subject of—so-called—" precatory trusts."

It is of interest to note that in recent years there has been a considerable change in the attitude of the court in this regard. At one time it was held that words which expressed any desire of a testator however indefinite, were sufficient to create a trust. The Chancery Courts in fact displayed an anxiety to find a trust wherever they could, and practically any language expressing a wish was held sufficient for the purpose if the subject-matter and the objects to be benefited were stated with sufficient clearness.

In the first edition of " Tannan on Wills " (published in 1842), the learned author stated the law as follows: " It has been long settled that words of recommendation, request, entreaty, wish or expectation, addressed to a devisee or legatee, will make him a trustee for the person or persons in whose favour such expressions are used ; provided that the testator has pointed out, with sufficient clearness and certainty, both the subject-matter and the object or objects of the intended trust."

That was no doubt a correct statement of the doctrine of precatory trusts as then applied, and there are numerous cases on the books supporting it.

In *Macey* v. *Shurmer* (1739), 1 Atk. 389, a testator devised property to his wife " not doubting but that " she would dispose of it amongst his children as she should please. It was held that there was a trust for the children, the wife having a power of appointment. That certainly was a very strong case.

In *Parrot* v. *Clarke* (1816), 2 Mad. 458, a testatrix gave a share in her estate to her daughter, and stated " convinced of the high sense of honour, probity, and affections of my son-in-law E. Clarke, I entreat him should he not be blessed with children by my daughter and survive, that he will leave at his decease to my children and grandchildren the share of any property I have bestowed on her." The court decided that there was a contingent trust in favour of the testatrix's children and grandchildren.

In *Malim* v. *Keighly* (1794), 2 Ves. Junr., 339, the words used were " hereby recommending " the legatee of a share of residue to dispose, after her death, of the share among certain persons. A trust was held to be created in that case also.

Other expressions which may be mentioned as having been held to create a trust are " in the full belief," " advise him to settle," " require and entreat," " trusting that," " recommend " and " well knowing."

The Courts, however, as time went on, began to require something more definite and showing an intention on the part of a testator to impose a trust upon a legatee or devisee. In *Lambe* v. *Eames* (1871), L.R. 6 Ch. 597, James, L.J., said : " In hearing case after case cited, I could not help feeling that the officious kindness of the Court of Chancery in interposing trusts, where, in many cases the father of the family never meant to create trusts, must have been a very cruel kindness indeed."

Again, showing the trend of the authorities in *Re Adams and Kensington Vestry* (1884), 27 Ch. D. 394, Cotton, L.J., said : " I have no hesitation in saying myself that I think some of the older authorities went a great deal too far in holding that some particular words appearing in a will were sufficient to create a trust. Undoubtedly confidence, if the rest of the context shows that a trust is intended may make a trust, but what we have to look at is the whole of the will which we have to construe . . . Having regard to the later decisions we must not extend the old cases in any way, or rely upon the mere use of any particular words, but considering all the words that are used, we have to see what is

their true effect and what was the intention of the testator as expressed in the will."

The rule there stated was followed in *Re Hamilton* [1895] 2 Ch. 370.

In that case a testatrix made bequests as follows: "I give bequeath and appoint to my dear nieces Mrs. Gascoigne and Lady Ashtown the sum of £2,000 apiece for their sole and separate use and to be independent of their husbands and I wish them to bequeath the same equally between the families of my nephew Silver Oliver and my dear niece Mrs. Pakenham in such mode as they shall consider right."

It was held that the legacies were given absolutely to the two nieces and that there was no precatory trust in favour of the families of S. Oliver and Mrs. Pakenham.

In the course of his judgment Lindley, L.J., after referring with approval to what was said by Cotton, L.J., in *Re Adams and Kensington Vestry Case*, said: "You must take the will which you have to construe and see what it means and if you come to the conclusion that no trust was intended, you say so, although previous judges have said the contrary on some wills more or less similar to the one which you have to construe. I am prepared to act on that principle, and, acting on that principle, it appears to me that we should be straining these words to create a trust in obedience to decisions on former wills more or less different, and we should not be giving effect to the intention of the testatrix in this case."

A later and important authority is *Re Williams* [1897] 2 Ch. 12.

A testator, by his will, gave his residuary estate to his wife, her heirs, executors, administrators and assigns, "in the fullest confidence that she will carry out my wishes in the following particulars," i.e., that she would pay the premiums due during her life on a policy of assurance on her own life (which was her own property), and that she, by her will, would leave the moneys payable under the policy and also the moneys payable at the testator's death in respect of a policy on his life (which was the testator's property) to his daughter Lucy.

It was held by Lindley and A. L. Smith, L.JJ., (Rigby, L.J., dissentiente), that the wife of the testator was not put to her election as to her own policy and took the residuary estate of the testator absolutely and unfettered by any condition or trust.

The authorities were closely examined in that case which seems finally to have disposed of the old rule, and to show that the intention of the testator as expressed in his will must prevail and that there can be no hard and fast rule as to the implication to be drawn from particular expressions. I think that it goes further and shows that (contrary to the former practice) the court will lean against there being a trust where the language employed does not with certainty require it.

I need only refer to one later case which illustrates how far the court has departed from the old doctrine. In *Re Conolly* [1910] 1 Ch. 219, a testator gave to his brother W, his share in a leasehold house, "And to my sisters A and L equally the rest of my stocks and shares subject to a legacy, duty free, provided by the above three legatees of £100 to my cousin E.R.C., the said E.R.C. to be with my brother W my co-executor and trustee for my sisters A and L." Then, after making a further specific bequest, the will concluded as follows—"I specially desire that the sums herewith bequeathed shall with the exception of the £1,000 to E.R.C. be specifically left by the legatees to such charitable institutions of a distinct and undoubted protestant nature as my sisters may select and in such proportions as they may determine."

Joyce, J., held that the sisters took their legacies absolutely.

To return to *Re Green*.

The facts were that a testatrix bequeathed all her real and personal estate to trustees upon trust for sale and conversion and to stand possessed of her residuary estate to be equally divided between her brother J.G. and her sister A.S. The will then proceeded as follows—"I particularly desire my brother's share, of 119 Tottenham Court-road, W.C., shall at his death pass to his sons P.T.G. and E.P.G." The house, No. 119 Tottenham Court-road, was property over which the testatrix had a general power of appointment by will, and was therefore disposed of by the residuary gift.

Clauson, J., held that there was no trust in favour of the two sons of the testatrix's brother. His lordship said: "Having regard to the tendency of modern decisions in cases on the border line to lean against construing expressions of the kind in question as creating a trust, the desire expressed by the testatrix in her will must be treated as the expression of a mere hope on the part of the testatrix that her brother would, at his death, leave his share in the property in question to his sons."

That decision seems to be in keeping with those in *Re Hamilton*, *Re Williams* and *Re Connolly*.

The question of trust or no trust must, however, always be one of construction of the particular will before the court, and nowadays the citing of authorities in such cases is not of much assistance.

Landlord and Tenant Notebook.

Landlord's Liability for Rates.

A RECENT correspondence in *The Times* voices the complaints of those landlords in the Metropolis who, while liable for rates, are not specially advised of any increases of assessments of their properties made or proposed to be made on the occasion of the quinquennial valuation. I do not know whether those who have written on the subject appreciate the fact that, according to *Westminster Corporation* v. *Army & Navy Auxiliary Co-operative Supply Ltd.* [1902] 2 K.B. 125, a failure by the rating authority to notify the occupier will not invalidate a rate based on such new assessment. Be that as it may, the occasion serves to remind us that there are various ways in which landlords may become liable for rates on properties let to and occupied by their tenants, and invites a consideration of the law on the matter.

There are two distinct ways in which the liability may be imposed: direction by and agreement with the authority. A direction may affect a class of hereditaments defined either by reference to rateable value (but must not then comprise property exceeding £20 rateable value in London, £13 in Liverpool, £10 in Birmingham or Manchester, £8 elsewhere). The authority may resolve to allow discounts of 10 to 15 per cent. for punctual payment, which must be payment before half the period expires.

The above is the joint effect of three enactments: Rating and Valuation Act, 1925, s. 11 (1); Rating and Valuation Act, 1928, s. 3 (1); and Local Government Act, 1929, s. 71.

Agreements may relate to property of any rateable value, and three kinds are contemplated. A landlord may undertake to pay rates on hereditaments whether occupied or not, and may then be allowed up to 15 per cent. for prompt payment. Or he may agree to pay only in respect of rateable occupation, in which case the discount may not exceed 7½ per cent. The third type of contract, under which the landlord merely collects the rates for the council, in consideration of a commission of not more than 5 per cent., is not, strictly speaking, one which imposes liability for rates upon him.

Now a landlord who is liable for rates is in the same position as a tenant who is so liable, and the Poor Rate Assessment and Collection Act, 1869, s. 2, enacted that anyone holding for not more than three months could not be called upon to pay more than four weeks' rates at a time. That this applies to landlords of properties so let who are liable for the rates was decided in the instructive case of *Lowery* v. *Kingston-upon-Hull Corporation* [1930] 1 K.B. 368; and, indeed,

R.V.A., 1925, s. 11 (4), provides that an owner, whether liable by agreement or by virtue of a resolution, shall be in the same position as a rated occupier as regards the "conditions in and subject to which" rates are recoverable.

There was, indeed, a more important issue before the court which dealt with the above-mentioned case, for the main dispute concerned the question whether the provision for a compounding allowance to be made before half the period elapsed automatically gave the ratepaying landlord a right to so much credit. The appellant was qualified, by virtue of the council's resolution, to receive a 15 per cent. discount on paying a rate not later than the 31st July; but, pursuant to another resolution affecting all compounding landlords who did not pass on the benefit of such allowances to statutory tenants, the council took proceedings well before that date, but, of course, after the seven days from demand had elapsed. The argument that demand and allowance were inconsistent failed.

The question whether a landlord of a protected dwelling-house is liable to allow his tenant, whose rent he has increased on the ground of an increase in rates, the amount of the compounding allowance has since been decided in the tenant's favour, in *Evans* v. *Baxter* (1930), 46 T.L.R. 270 (a decision which merely applied that of the House of Lords in *Nicholson* v. *Jackson* (1921), 37 T.L.R. 886, the only difference being that the old Poor Rate Assessment and Collection Act, 1869, s. 3, under which the discount was made in the earlier case, called it a "commission" not an "allowance.") *Evans* v. *Baxter*, incidentally, concerned property at Hull, where the question must have been a live one.

No statute interferes with freedom of contract in the matter of the ultimate liability for rates; a landlord may be ratepayer but contractually entitled to reimbursement by his tenant; or a tenant liable to the rating authority may by his lease have rights in the matter against his landlord. Two cases arising out of such arrangements are worth noting. In *Sowerby* v. *Lindsay* (1928), 44 T.L.R. 714 C.A., a specified sum was agreed upon as the limit of the ratepayer-tenant's (ultimate) liability; no doubt increases had been intelligently anticipated. Effect was given by a covenant on the lessor's part to refund sums paid in any one year of the term in excess of the figure, while the tenant covenanted to pay the rates duly and punctually. If this drafting was designed to protect the landlord against having to make three allowances in a year, it failed to achieve its object. It was held that rates were paid punctually if paid within six months' period; those whom it may concern should note judicial hints (per Greer and Russell, L.JJ.) to substitute "payable" for "paid." The other authority, *W. H. Read & Co. Ltd.* v. *Walter* (1931), 48 T.L.R. 15, concerned an undertenant who had covenanted to pay to or cause to be paid to his landlord all rates charged on the premises. He then found out—as he might have found out before, having notice of the head lease—that his landlord was having the best of both worlds, as the superior landlord had accepted responsibility for outgoings of this description. The circumstance did not help the undertenant, though the transaction, apart from unexpressed intentions, almost savours of gambling.

Our County Court Letter.

THE REMUNERATION OF SOLICITORS.

In a recent case at Bath County Court (*White* v. *Burcombe*) the claim was for £13 2s. 7d. for professional services as a solicitor, and the counter-claim was for £10 as damages for negligence. The plaintiff's case was that he had been consulted in reference to a claim against the Bath Corporation in respect of the flooding of the cellar of the defendant's house. An agreement was made for an excavation to be made, the cost to be borne by the corporation (if they were to blame for the flooding) but otherwise the defendant was to pay the expense. Owing to difficulties created by the defendant, the plaintiff withdrew from the negotiations. Evidence was given by the chairman of the Bath Surveying Committee (who had repudiated liability) to the effect that the plaintiff had taken more than an ordinary interest in the matter, on behalf of his client, the defendant. The deputy city engineer stated that the water in the cellar was the natural sub-soil water level in the district. His Honour Judge Kirkhouse Jenkins observed that the defendant had been unwilling to face the reality of the agreement, the charges for which were reasonable. Judgment was given for the plaintiff, on the claim and counter-claim, with costs.

PHOTOGRAPHS AS ADVERTISEMENTS.

The above subject has been considered in two recent cases. In *Fleet-Hammond Co. Ltd.* v. *Goodwin & Son*, at Sheffield County Court, the claim was for £9 6s. 3d. as the price of three photographic blocks. The plaintiffs' case was that they had published a "write-up" of the defendants' grocery business in "Country Illustrated," with photographic illustrations. These were charged for at 2s. 9d. per square inch, and no representation was made (as alleged) that the total cost would be about 30s. The defendants' case was that, while there had been no fraud, a misrepresentation had been made as to the price, which was excessive. His Honour Judge Frankland observed that the magazine was a curious publication (comprising sixteen columns of "news" and sixty-eight columns of advertisements) and was described as "A Review of Modern Progress." The defendant had paid into court £4 5s. for copies of reprints of an article, and judgment was given in his favour, with costs. Leave to appeal was refused.

In *Expert Advertising Co. Ltd.* v. *W. P. Newham Ltd.*, at Scarborough County Court, the claim was for £39 as the price of advertising (on cinema screens) the defendants' haulage business. The counter-claim was for £40 in respect of time and money lost in preparing for the film, and for loss of advertising value. The plaintiffs' case was that, having arranged to take a film of certain aspects of the defendants' business, their photographers attended at the defendants' depot—but twenty-five minutes late. The lorries, men and material had then been sent out, on their daily round, and further facilities were refused. Nevertheless a "still" caption had been exhibited, but the defendants refused to pay for this advertisement. The defendants' case was that, owing to the breach of contract (by the photographers' late arrival) they were entitled to repudiate liability. His Honour Judge Sir Reginald Mitchell Banks, K.C., held that there was a collateral contract (ancillary to the original contract) and the late arrival was a breach of contract, entitling the defendants to repudiate. Judgment was therefore given for the defendants on the claim, and also on the counter-claim for £5, as agreed damages, and costs.

SPECIFIC PERFORMANCE.

In *Tilley* v. *Tucker*, recently heard at Bristol County Court, the claim was for specific performance of an agreement to sell a plot of land. The counter-claim was for the cost of labour and materials in building a bungalow, which had been fixed by an arbitrator at £538 4s., plus other items amounting to £12 1s. 9d. The case for the plaintiff was that he had paid £100 for the land, and there was a further agreement that the price of the bungalow should not exceed £350, whereas he had already paid £500. The defendant's case was that no price limit was ever suggested, and the amount of the counter-claim was fair and reasonable. His Honour Judge Parsons, K.C., held that there were two separate bargains, one for the sale of the land, and the other for the erection of the bungalow. It was held that there was no agreement to do the work for a stipulated maximum amount, and the arbitrator's figure was accepted by the court. Judgment was therefore given for the plaintiff on the claim, with costs, and for the defendant on the counter-claim for £46 0s. 6d., with costs. The cost of the arbitration was ordered to be paid by the plaintiff.

POINTS IN PRACTICE.

Questions from Solicitors who are Registered Annual Subscribers only are answered, and without charge, on the understanding that neither the Proprietors nor the Editor, nor any member of the Staff, are responsible for the correctness of the replies given or for any steps taken in consequence thereof. All questions must be typewritten (in duplicate), addressed to the Editorial Department, 29-31, Breams Buildings, E.C.4, and contain the name and address of the Subscriber. In matters of urgency answers will be forwarded by post if a stamped addressed envelope is enclosed.

Conveyance to Joint Tenants—Whether any Powers, More Extensive than the Statutory Powers, Given to the Tenants in their Capacity as Trustees for Sale are Subject to the Perpetuity Rule.

Q. 3200. The precedent contained in the 22nd Edition of "Prideaux's Precedents in Conveyancing," Vol. 1, at p. 654, relates to a conveyance to purchasers as joint tenants beneficially. The clause No. 3 of the operative parts gives certain additional powers to the trustees holding the legal estate on trust for sale, but no limit is set to the period during which such additional powers can be exercised. The question arises as to whether, in view of the rule against perpetuities, such additional powers are validly given by this clause; or whether their exercise should not have been expressed to be limited to the period of the lifetime of the purchasers (or other lives in being) and of the survivor of them and twenty-one years from the death of such survivor. It is noted that the equivalent precedent in the 13th Edition of "Key and Elphinstone," and in the supplemental volume of the "Encyclopædia of Forms and Precedents" takes the latter form. Is the above-mentioned clause in "Prideaux" ineffective?

A. We do not think that the clause is ineffective. In the first place, the trust for sale is an immediate binding trust for sale, that is to say, if it were not for the power to postpone for an indefinite period at discretion, the trust for sale would have to be exercised promptly. With the exercise of the trust for sale, the powers would be at an end. Secondly, the powers do not restrict (but are rather designed to assist) alienation. Thirdly, there is nothing in L.P.A., 1925, ss. 23 to 33, to suggest that the statutory powers are subject to any such limit, from which it may be inferred that more extended powers (if they are such) are also subject to no such limit. Fourthly, there is the provision that any person dealing for money may assume that all transactions not authorised under the statutory powers have been authorised by the beneficiaries. Fifthly, it might be suggested that the powers are not more extensive than the statutory powers but are the same powers merely relieved from some statutory fetters (leave of court). Sixthly, the duration of a trust for sale is expressly dealt with by L.P.A., 1925, s. 23. Presumably, if the trust itself is good for the period specified in that section, powers annexed thereto are also good during the like period. We may add that the law on the subject of the application of the rule to such powers as are referred to in the question seems to be very obscure, and the obscurity does not appear to be made any the less by the "new" law.

Repairs to Controlled House.

Q. 3201. Some five years ago the owner of a controlled cottage gave notice to his tenant, in proper statutory form, increasing the rent by the full amount authorised by the Act, including the 40 per cent. in respect of his (the landlord's) liability to repair. The tenant paid the increased rent without demur until last autumn. Since then she has failed to pay any rent, in consequence of which arrears have accrued to an amount of £6 odd. The tenant's reason in withholding the rent is the landlord's failure to do internal repairs, which (upon the tenant's complaint) have been the subject of a formal notice served upon him by the district council (i.e., calling upon him to do the work stated to be necessary). Is the landlord entitled, in these circumstances, to apply to the court for possession of the cottage under the Increase of Rent Act, 1930, s. 5 (1) (*a*) (i.e., on the ground that there is "rent lawfully due from the tenant which has not been paid")?

A. The landlord is not entitled to apply to the court for possession, as the sub-section quoted is subject to the over-riding qualification: where the court consider it reasonable so to do. These words appear in the section immediately before the words quoted in the last line of the question. Until the repairs are done, in compliance with the notice from the district council, the court would not consider it reasonable to make an order for possession.

Definition of Bill of Sale.

Q. 3202. In 1927 H and W were married, and H, the husband, purchased the household furniture out of his own moneys. During the past seven years W, the wife, has from time to time advanced various sums of money out of her own private moneys to her husband by way of loan for use in his business. It has now been agreed between the parties that the husband should assign absolutely to the wife all the household furniture in satisfaction of the husband's debt to the wife. Does such assignment require registration as a bill of sale?

A. The assignment appears to be a *bonâ fide* transaction, and is not being used as a cloak for fraud. The intention of the parties being to reimburse the wife, in respect of a genuine debt, there is no need for registration under the Bills of Sale Acts. See *In re Lovegrove* (1935), 79 Sol. J. 145.

Restrictive Covenant in Lease.

Q. 3203. A carries on business at shop premises as a ladies' costumier under the terms of a lease. One of the clauses in the lease restricts the user of the premises by A to carrying on thereon the business of a ladies' costumier. The lease also contains a covenant by the landlord in the following words: "The lessor hereby covenants with the lessee as follows: That he the lessee paying the rents hereby reserved and observing and performing all and singular the covenants and conditions hereinbefore contained may peaceably and quietly have hold occupy possess and enjoy the demised premises during the term hereby granted without any lawful molestation or disturbance whatsoever of from or by the lessor or any person lawfully claiming or to claim by from under or in trust for the lessor." The landlord owns a block of twelve shops, of which A's shop is one. There is no covenant by the landlord in A's lease restricting him from letting any other shop on the block for a similar trade to that carried on by A. Another shop in that block is empty and the landlord now threatens to let that shop for the business of a ladies' costumier. This would seriously injure A's business. Has A any remedy against the landlord? (The only case which we can discover which has any bearing on the point is the case of *Robinson* v. *Kilvert*).

A. The opinion is given that, in the absence of an agreement by the landlord not to let any other shop to a costumier, A cannot claim any remedy against the landlord for doing so. The case of *Robinson* v. *Kilvert* (1889), 41 C.D., at p. 97, merely decides that physical acts, or user of adjoining premises for a noxious trade, may be a breach of a covenant for quiet enjoyment. The case does not go the length of deciding that the letting of adjoining premises to a trade competitor of A would be such a breach.

To-day and Yesterday.

Legal Calendar.

12 August.—The trial of Katharine Nairn for murder began in Edinburgh on the 12th August, 1765. She and her handsome young brother-in-law, Lieutenant Patrick Ogilvy, were charged with the murder of her middle-aged husband, who had discovered the more than friendly relations existing between them. About a fortnight after, he had died of poison. The proceedings began at seven o'clock in the morning and lasted for forty-three consecutive hours. After a retirement of fourteen hours, the jury found them both guilty of murder and incest. The Lieutenant was hanged, but Katharine escaped from prison and fled abroad.

13 August.—On the 13th August, 1724, the notorious Jack Sheppard was tried at the Old Bailey for breaking and entering the house of William Kneebone and stealing a hundred and eight yards of woollen cloth, two silver spoons and other goods. On the evidence of a base fellow called Field, a receiver of stolen goods, whom he vigorously denounced in his defence, he was convicted. Next day he was sentenced to death by the Recorder. He was then twenty-two. Such was the prelude to the two sensational escapes from the Condemned Hold in Newgate which have immortalised his name.

14 August.—On the 14th August, 1490, Sir John Vavasour was appointed a Justice of the Common Pleas. According to one account, he was "a very homely man and rude of condycyons and loved never to spend mych money." There is an absurd tale told of how he "rode on a tyme in hys cyrcuyte in the northe contrey" and "at every inne and lodgynge . . . payd for his own costys." So economical was he that his servant had orders to put even the remnants of bread and meat into the judge's bag, but one innkeeper's wife, annoyed at this, poured the remnants of a pot of pottage in, too, spoiling "hys robe of skarlet and other of hys garmentys."

15 August.—On the 15th August, 1730, James Ogilvie, Fourth Earl of Findlater and First Earl of Seafield, died. He had formerly been Lord Chancellor of Scotland. It was said of him: "Seafield was finely accomplished, a learned lawyer, a just judge, courteous, and good natured, but withal so intirely abandon'd to serve the court measures, be they what they will, that he seldom or never consulted his own inclinations, but was a blank sheet of paper which the court might fill up with what they pleased."

16 August.—On the 16th August, 1834, an agricultural labourer named Delestre was tried at the Assizes of the Seine Inférieure at Rouen for the murder of his wife. She was a woman of fifty, considerably older than he. Every time he went home he beat and ill-treated her, and just before the crime he had been heard to say to another woman: "I know how to dispose of my wife so as to be able to marry you." He lived normally at a farm where he was employed, and there, one day, he sent for his wife and killed her. The jury, with characteristic inconsequence, found him guilty with extenuating circumstances. He showed no emotion on being sentenced to penal servitude for life.

17 August.—On the 17th August, 1848, the second trial of Kevin O'Doherty for treason felony opened in Dublin. The charge arose out of certain fiercely inflammatory articles in the *Irish Tribune*, in which the people had been urged to "ease their longing thirst, deep, deep in the blood of the English foe." The jury had disagreed before, and now, for the second time, they disagreed. Later he was tried again, found guilty and sentenced to ten years' transportation.

18 August.—On the 18th August, 1911, Lord James of Hereford died at Kingswood Warren, near Epsom. He was in his eighty-third year.

The Week's Personality.

"A dark dapper man with small features and a powdered wig. Even when he was old he continued dapper." Such was Lord James of Hereford, who refused "to become Keeper of the Queen's conscience because he had a conscience of his own," who might have been Lord Chancellor or Home Secretary could he have brought himself to support Home Rule. An admirable advocate, especially in the conduct of criminal cases, he had, in a high degree, the good judgment of a strong, clear and business-like mind. He was Attorney-General in 1873 and 1880, and in Parliament was one of the most successful of all law officers of the Crown, for he had tact and clearness of exposition and was not too legal for the House of Commons. In 1895 he became a peer, and in 1896, joined the Judicial Committee of the Privy Council. Though he had eminently a judicial mind, he made no great mark as a Lord of Appeal, possibly owing to his advanced age and the distraction of other work. Critics said that "his mind lacked a backbone" and that he fought well when winning, but when he thought the tribunal was against him sometimes shirked replying. But of his good qualities, his kindness to the poor and his generous encouragement of young barristers should be remembered.

Judges who were Hurt.

A case in the Court of Appeal recently concerned a small boy whose skull had been cracked by an accident. At the trial, the learned judge had observed that his own skull had been cracked when he was a child and that he had suffered no permanent ill effects. So convincing and complete had been his lordship's recovery that the sum awarded to the infant plaintiff was small enough for a sympathetic Court of Appeal to multiply it by five. Therefore, there will be no need for a repetition of the generous gesture of Blackburn, J., in a similar case. A plaintiff was suing in his court to recover damages for the loss of an eye. Counsel was dwelling on the "blighting of his career" when the judge interposed: "I have lost the sight of an eye, and it has not blighted my career." Possibly influenced by this remark, the jury awarded a trifling sum by way of damages. Blackburn was conscience stricken, and, blaming himself, sent the plaintiff a cheque for £50.

Façon de Parler.

There was an almost Hibernian touch about a judicial utterance in the King's Bench Division towards the end of last term when one of His Majesty's judges observed: "I cannot shut my eyes to what I hear." Such utterances one would rather expect to hear from the Irish Bench, where a judge once rebuked a man for remaining covered in court, saying: "I see you standing there like a wild beast with your hat on." English, but nevertheless worthy of the same source, was Serjeant Vaughan's denunciation of a witness whom he dealt with thus in his closing speech: "And then we come to Brown. Ah! there the impudent and deceitful fellow stands, just like a crocodile with tears in his eyes and his hands in his breeches pockets." But for this kind of eloquence the prize must go to the following address to the jury: "Gentlemen, it will be for you to say whether this defendant shall be allowed to come into court with unblushing footsteps, with the cloak of hypocrisy in his mouth and draw three bullocks out of my client's pocket with impunity."

Volume XIII of the annual "Guide to Current Official Statistics" has just been published. Prepared under the auspices of a permanent Committee of Departmental Statisticians, it provides a comprehensive index to official reports, returns, accounts and periodicals published in 1934. It contains 350 pages and costs 1s. net, or by post 1s. 5d. It may be obtained from H.M. Stationery Office or through any bookseller.

Reviews.

Literary Associations with the Middle Temple. By John Maham Gover. 1935. Demy 8vo. pp. 35. London: Sir Isaac Pitman & Sons, Ltd. 2s. net.

This little book embodying a reading delivered before the Honourable Society of the Middle Temple leads the reader into very pleasant paths where he meets Chaucer and Raleigh, Davies, the poet judge, and Dickens and Thackeray, besides countless others who have proved even in the strongholds of litigation that the pen is as mighty as the gown. These shades hold out a hand to Lord Tweedsmuir and Sir James Fraser, still carrying on the literary traditions of the Middle Temple. In this charming sketch there is hardly a defect, and perhaps it is over critical to point out that the house of the Black Friars was on the City side of the Fleet River and that Chaucer's serjeant-at-law could not have been as such a member of an Inn of Court. Small points like that cannot affect the real value of the work.

Constitutional Law. By E. C. S. Wade, M.A., LL.M., of the Inner Temple, Barrister-at-Law, and G. Godfrey Phillips, M.A., LL.M., of Gray's Inn, and the Midland Circuit, Barrister-at-Law. Second Edition, 1935, by E. C. S. Wade, Royal 8vo. pp. xxviii and (with Index) 553. London: Longmans, Green & Co. 21s. net.

This admirable treatise was first published in May, 1931, and reissued in a revised form in the following month, was reprinted in October, 1934, and now appears in a second edition—a record which speaks decisively of the esteem in which it is held, and deservedly held, by students and by members of the profession as covering the extensive field with which it deals, not only clearly, but with convincing force. The main feature of this new edition is to be found in Pt. VII, where in successive chapters the law of public administration is treated on an enlarged scale. All who have followed the developments of recent years are fully aware of the increasing importance of this branch of constitutional law and will appreciate the treatment it receives at the hands of Mr. Wade, who points out the reasons which make delegated legislation "both legitimate and constitutionally desirable for certain purposes, within certain limits, and under certain safeguards," but likewise calls attention to certain grave objections to it.

In the chapter on "Judicial and Quasi-Judicial Decisions," the very sensible suggestion is advanced that one solution of our administrative ills would be the adoption of a procedure whereby both Ministers in charge of Departments and other parties actually affected by the operation of the law could refer the legal issues raised for final adjudication by a single High Court judge, and, as is added, "it is in any event unjust that the citizen should have to face as at present three or four stages of appeal before his dispute with a Department can be settled, and in some cases not even this doubtful advantage is open to him, but his dispute is decided by the Department itself." Such a condition of things whereby the Department is itself the final judge runs counter to the whole principle of English law. We note that the slips to which we directed attention in the previous issue of the work have been corrected; we have noted one or two which then escaped notice. Thus, on p. 252 it is stated that in Scotland justices of the peace are appointed "on the recommendation of the Lord Chancellor, as the head of the High Court of Justiciary." The head of the High Court of Justiciary is the Lord Justice General, and, so far as we are aware, the Lord Chancellor exercises no judicial functions in Scotland. On p. 249 the judges of the Court of Appeal are said to consist of, among others, the Lords of Appeal in Ordinary. This is not technically accurate, for only those Lords of Appeal who would otherwise be eligible to sit in the Court of Appeal are *ex-officio* members of that tribunal; in other words the effect of the statutory provision on the subject is to exclude those Lords of Appeal who may be called the Scottish representatives in the House. The index is framed on a generous scale, but we have added to our copy the rubric "Responsible Government," the term explained on p. 428. We again cordially commend the work.

Obituary.

LORD TOMLIN.

Lord Tomlin, a Lord of Appeal in Ordinary since 1929, died at Canterbury, on Tuesday, 13th August, at the age of sixty-eight. He was called to the Bar by both the Middle Temple and Lincoln's Inn, in 1891, and took silk in 1913. He was appointed a Judge of the Chancery Division in 1923, and in 1929 he became a Lord of Appeal in Ordinary. An appreciation appears at p. 599 of this issue.

Sir RICHARD LINTHORNE.

Sir Richard Linthorne, retired solicitor, Town Clerk of Southampton until 1929, died in a nursing home at Southampton, on Sunday, 11th August, at the age of seventy-one. Educated at Liverpool College, he was admitted a solicitor in 1887, and was engaged in private practice in Southampton until 1899, when he was appointed Town Clerk. He received the honour of knighthood in 1921.

Mr. F. H. B. HODGSON.

Mr. Francis Henry Birkett Hodgson, M.A. (Oxon), Barrister-at-law, Recorder of Preston, died at his home at Preston, on Thursday, 8th August. Mr. Hodgson was called to the Bar by the Inner Temple in 1901, and practised on the Northern Circuit and in the Lancaster Court of Chancery.

Mr. C. I. SALAMAN.

Mr. Clement Isaac Salaman, Barrister-at-law, of King's Bench Walk, Temple, died at Treborough, Somerset, on Saturday, 10th August, at the age of sixty-seven. Mr. Salaman was called to the Bar by the Inner Temple in 1893.

Mr. B. A. ADAM.

Mr. Benjamin Addington Adam, solicitor, partner in the firm of Messrs. Adam & Dalton, of Oakham, died at Oakham recently at the age of eighty-six. Mr. Adam, who was admitted a solicitor in 1872, was Clerk of the Peace and County Financial Clerk of the Rutland County Council for forty-three years.

Mr. R. J. KEARNEY.

Mr. Robert John Kearney, solicitor, head of the firm of Messrs. Greig & Kearney, of Great James Street, Bedford Row, and Leytonstone, died on Friday, 9th August. Mr. Kearney was admitted a solicitor in 1909.

Mr. S. H. PRICE.

Mr. Samuel Hugh Price, retired solicitor, for over thirty years Ward Clerk of the City Ward of Walbrook, died recently at the age of seventy-five. Mr. Price, who was educated at Ardingley, was admitted a solicitor in 1884, and was taken into partnership by his father in the firm of Messrs. Samuel Price & Sons. He was a director of the British Law Insurance Society.

Mr. G. A. WOOTTEN.

Mr. George Albert Wootten, solicitor, senior partner in the firm of Messrs. Wootten & Wallis, of Cambridge, died recently at Middleton St. George, near Darlington, at the age of sixty-one. Mr. Wootten, who was educated at Cambridge University, was admitted a solicitor in 1896. He had been Coroner for the Borough of Cambridge for nearly twenty years.

Notes of Cases.

Offer *v.* Minister of Health.

Greer, Slesser and Roche, L.JJ. 24th June, 1935.

Housing — Local Authority — Clearance Order — Validity—Previous Visit by Inspector of Ministry of Health—Housing Act, 1925 (15 Geo. 5, c. 14), s. 117—Housing Act, 1930 (20 & 21 Geo. 5, c. 39).

Appeal from a decision of Swift, J.

The applicant owned houses coming within a clearance order made by the Kingston-upon-Thames Corporation. Having received notice, he objected in the manner prescribed by the Housing Act, 1930. The Minister of Health caused a local inquiry to be held, giving objectors an opportunity of presenting their cases. At the inquiry, it was elicited on cross-examination of the chief sanitary inspector of the corporation that before this area was declared a clearance area he had visited and inspected it with the senior housing inspector of the Ministry, who had said that the houses appeared to be houses which the corporation could deal with under the Housing Act, 1930. It was suggested that this encouraged the corporation to make the order, and exception was taken to this preliminary visit of which the applicant had no notice. Swift, J., refused to quash the order.

Greer, L.J., dismissing the appeal, said that the Minister, when he finally came to deal with the subject-matter, was acting in a semi-judicial capacity and was not entitled to hear one side in the absence of the other (*Errington* v. *Minister of Health* [1935] 1 K.B. 249). But under the statute he had a general jurisdiction to exercise his powers for the purpose of maintaining good health. Under s. 117 of the Housing Act, 1925, which had to be read with the Housing Act, 1930, the Minister could require a local authority to make him a report on any area with a view to determining whether the powers of the Act should be put into force there or not. This was not confined to asking for a report without first making some investigation whether it was a proper case for a report, or after the report making an investigation to see whether or not further action should be taken. Parliament intended these semi-official duties to be conferred on the Minister who would have some knowledge of the matters before his semi-judicial inquiry. In the present case nothing that was said or done prejudiced the decision finally made by the Minister, after full consideration of the objections. There was nothing contrary to natural justice. This decision was not inconsistent with *Errington* v. *Minister of Health*, which was quite a different case depending on the action of the Minister after a public inquiry had been held, continuing in private part of that inquiry.

Slesser and Roche, L.JJ., agreed.

Counsel: *H. A. Hill; The Solicitor-General* (Sir Donald Somervell, K.C.) and *H. L. Parker.*

Solicitors: *H. Chandler; Solicitor to the Ministry of Health.*

[Reported by Francis H. Cowper, Esq., Barrister-at-Law.]

McKenna (Inspector of Taxes) *v.* Eaton-Turner.

Lord Hanworth, M.R., Romer and Maugham, L.JJ. 3rd, 4th and 5th July, 1935.

Revenue—Income-Tax—Salary—Person Employed in West Africa—Resident in United Kingdom—Remuneration paid in London—Income Tax Act, 1918 (8 & 9 Geo. 5, c. 40)—Finance Act, 1922 (12 & 13 Geo. 5, c. 17).

Appeal from a decision of Singleton, J.

At all material times, the defendant was resident in the United Kingdom and was employed by an English company carrying on business in West Africa. Before September, 1932, no part of his duties was performed in the United Kingdom. The agreements for 1932 and 1933 provided that he should attend the company's offices when in London. The greater part of his remuneration was paid into his bank in London. The plaintiff contended that the employment came within the charge of Sched. D., para 1 (A) (ii), Case II, of the Income Tax Act, 1918 (as transferred to Sched. E by the Finance Act, 1922, s. 18). Singleton, J., so held with regard to assessments to income-tax for the years 1926-27 to 1933-34. The defendant appealed.

Lord Hanworth, M.R., dismissing the appeal, said that the defendant relied on *Colquhoun* v. *Brooks*, 14 App. Cas. 493, a case decided before the law was consolidated in the Act of 1918. This case was discussed in *London Bank of Mexico and South America Ltd.* v. *Apthorpe* [1891] 2 Q.B. 378, and *San Paulo (Brazilian) Railway Co.* v. *Carter* [1895] 1 Q.B. 580. It appeared that it did not follow from *Colquhoun* v. *Brooks* (*supra*), that there might not be a liability in respect of a business, the activities of which were carried on abroad. It had to be shown that the trade or employment was carried on exclusively outside the United Kingdom. In *Fowlsham* v. *Pickles* [1925] A.C. 458. The facts were very similar to those in the present case. It was not established on the facts found here that the defendant's employment was wholly abroad and the case therefore did not fall within Case V. The general words of Sched. D applied to the case and Case II could be made applicable. As Case V did not apply, *Colquhoun* v. *Brooks* could not be invoked to render the defendant immure from these assessments. On a further point it had been argued that though the defendant was brought back to chargeability under Sched. E, by s. 18 of the Finance Act, 1922, r. 6 of that Schedule cut down the section. But by s. 18 the rules were to apply "subject to the provisions of this Act." The rules could not withdraw from s. 18 and Sched. E the very cases which it was the purpose of the section to bring back to chargeability under Sched. E.

Romer and Maugham, L.JJ., agreed.

Counsel: *Raymond Needham*, K.C. and *Cyril King*; *The Solicitor-General* (Sir Donald Somervell, K.C.) and *Reginald Hills.*

Solicitors: *Dawson & Co.*; *Solicitor of Inland Revenue.*

[Reported by Francis H. Cowper, Esq., Barrister-at-Law.]

High Court—Chancery Division.

In re Davis & Collett, Ltd.

Crossman, J. 5th and 6th June, 1935.

Company—Compulsory Winding Up—Whether "Just and Equitable"—Director Shut Out from Share in Management—Companies Act, 1929 (19 & 20 Geo. 5, c. 23), s. 168.

The company was incorporated in 1932 with a capital of £200. W.D. and H.C. were the first directors. W.D. was chairman. Subsequently, one S replaced H.C. as director. In 1933 G was invited by W.D. to become a director in place of S. It was agreed that he should accept an allotment of 200 shares. The capital was to be increased and the interests of W.D. and G were to be in the ratio of three-fifths and two-fifths. G became a director in October, 1933. In February, 1934, the capital was increased to £400, the shares being eventually held by W.D. and G equally. On the 15th April, 1935, notice of a board meeting for the 16th April was given. At the meeting, D.D., the brother of W.D., was elected a director, though he held no share in the company, and was not, therefore, a qualified person within the meaning of the article giving the directors power to elect qualified persons. A notice of a further board meeting was given on the same day. This was held on the 18th April, and one R.C. was elected a director, although this was not in the agenda and he held no shares. G objected to the resolution, but did not vote. A resolution was also passed approving a transfer of one share each to D.D. and R.C. Further W.D. was appointed managing director for

three years. G objected and voted against the resolution. Subsequently, W.D., purporting to act as managing director, ejected G from his room at the company's offices, saying it was required for R.C. On a petition by G under s. 168 of the Companies Act, 1929, for compulsory winding up of the company, W.D. opposed.

Crossman, J., in giving judgment, said that, on the authorities, the election of D.D. was not invalid on the ground that this business did not appear on the notice of the meeting. However, the fact was significant, as was also the fact that D.D. and R.C. at the time of their election were not qualified persons. The question was whether a winding up was "just and equitable." The position must be considered as if it were the case of a private partnership (*In re Yenidje Tobacco Co.* [1916] 2 Ch. 426). The object of the April meetings was to give W.D. complete control. Moreover, the appointment of the two additional directors was invalid, as they were not qualified persons. The ejectment of G from his room was important. Though a director, he was treated as a person with no share in the company's management. Looking at the matter all round, it was "just and equitable" that the company should be wound up.

Counsel: *Topham*, K.C., and *Sims*; *J. M. Buckley*.

Solicitors: *Turner, Osborn & Chatterton*; *John B. Purchase & Clark*.

[Reported by Francis H. Cowper, Esq., Barrister-at-Law.]

High Court—King's Bench Division.

Malfroot & Syer *v.* Noxall, Ltd.

Lewis, J., 8th, 9th and 11th July, 1935.

Negligence—Contract by Defendants to fix Side-car to Motor-cycle—Side-car improperly attached—Owner of Cycle and Passenger in Side-car Injured—Breach of Warranty—Tort—Plaintiffs' Remedies.

The plaintiff, Syer, was the owner of a motor-cycle to which he had a side-car fitted by the defendant company. On the 20th May, 1934, he was driving along a road with the plaintiff, Mrs. Malfroot, when the side-car, in which she was seated, came apart from the cycle. As a result of this accident both plaintiffs were injured and brought this action against the defendants for negligence in failing to fit the side-car properly and safely.

Lewis, J., said that Mrs. Malfroot's cause of action lay wholly in tort since, although a passenger in the side-car, she stood in no contractual relationship to the defendants. Syer's cause of action, however, arose out of breach of warranty or alternatively in tort. While the machine was climbing a gradient at about 25 miles per hour, the side-car had, according to the plaintiffs, suddenly become separated from the cycle through the giving way of four attachments. He (his lordship) accepted the plaintiffs' evidence, and he would award Syer £32 damages for his injuries which were slight. With regard to Mrs. Malfroot, the defendants, as he (his lordship) had held, had been guilty of negligence, and they were liable for the natural and probable consequences of that negligence. It was a natural consequence of the imperfect fitting that the side-car should become detached and that anyone riding in it at the time should suffer injury. He (his lordship) accordingly awarded Mrs. Malfroot, who had received injuries to the spine, £400 damages.

Counsel: *Tom Eastham*, K.C., and *F. G. Paterson* for the plaintiffs; *C. Doughty*, K.C. and *Tristram Beresford*, for the defendants.

Solicitors: *Darracotts*; *H. B. Wedlake, Saint & Co.*

[Reported by R. C. Calburn, Esq., Barrister-at-Law.]

Mr. Edward Moore, formerly solicitor of the Great Eastern Railway Company, of South Kensington, left £59,983, with net personalty £59,860.

Dott *v.* Brown.

Lawrence, J. 18th and 29th July, 1935.

Judgment Debt—Bankruptcy Proceedings to Recover—Agreement by Debtor to Liquidate Debt by Annual Payments during Creditor's Life—Income Tax—Whether Debtor can Deduct—Income Tax Act, 1918, General Rules (All Schedules) Rules 19, 21.

The plaintiff, having brought an action against the defendant in the high court, obtained judgment against him for a certain sum. Subsequently, he instituted against the defendant certain bankruptcy proceedings in the course of which the parties came to terms, it being agreed between them in writing that the defendant should satisfy his judgment debt to the plaintiff *inter alia* by a payment of £250 to be made to him annually, on the 31st March, so long as he (i.e. the defendant) should live. The first payment became due on the 31st March, 1935, but the defendant paid the plaintiff only £193 15s. 0d., claiming the right, by virtue of r. 19 (1) of the General Rules applicable to All Schedules of the Income Tax Act, 1918, to retain the balance as a deduction for Income Tax. That rule provides in effect that where any yearly interest of money, annuity, or other yearly payment is payable wholly out of funds chargeable to tax, no assessment shall be made on the recipient of the payment, and the person liable for the payment shall be assessed on the whole of the funds but may deduct from the payment, and retain, a sum representing tax on it at the rate applicable. The defendant having under the rule deducted £56 5s. 0d. from the first payment, the plaintiff brought this action to recover that sum.

Lawrence, J., in a reserved judgment, said it had been contended for the plaintiff that the defendant could not make the deduction because the annual sum receivable by the plaintiff was capital and not income. Reliance had been placed upon *Gresham Life Assurance Co.* v. *Styles* [1892] A.C. 309, at pp. 320, 325, and *Secretary of State for India* v. *Scoble* [1903] A.C. 299, at pp. 300, 302. For the defendant, it had been said that the case was governed by *Chadwick* v. *Pearl Life Assurance Co.* [1905] 2 K.B. 507, and *Jones* v. *Commissioners of Inland Revenue*, 7 T.C. 310, and in his (his lordship's) opinion, that contention was right. The answer to the question whether the amount receivable by the plaintiff was capital or income was not conclusive of the case. The authorities cited for the defendant laid down that the question was whether the annual payment was of an instalment of a debt or purchase price, in which case tax could not be deducted, or payment of an annuity in which case it could. In his (his lordship's) opinion the annual sum payable here was an annuity. It was true that there was an antecedent debt as in *Scoble's Case*, *supra*, and it made no difference that the amount of the debt was not stated in the agreement for settlement. But if, as the authorities laid down, an antecedent debt could be liquidated, or a purchase price paid, by an agreement to pay an annuity which was not annual instalments, then this was clearly a case where that had been done, for the annuity in question, being for the life of the plaintiff, might or might not eventually make up the amount of the antecedent debt. Whether r. 19 or r. 21 of the rules applicable to All Schedules of the 1918 Act applied here appeared to him (his lordship) irrelevant, and there must be judgment for the defendant.

Counsel: *Quintin Hogg*, for the plaintiff; *Stein*, for the defendant.

Solicitors: *Ballantyne, Clifford & Co.*; *Bartlett and Gluckstein*.

[Reported by R. C. Calburn, Esq., Barrister-at-Law.]

Mr. George Hill Tulloch, a partner in a firm of accountants in Dublin, has been elected governor of the Bank of Ireland in succession to the late Sir Lingard Goulding. Mr. Tulloch has been in business in Scotland and in London.

TABLE OF CASES previously reported in current volume.—Part II.

	Page
Archie Parnell and Alfred Zeitlin, Ltd. *v.* Theatre Royal (Drury Lane) Ltd.; Same *v.* Same, Cochran (Third Party).	574
British Coal Corporation and Others *v.* The King	541
City of Manchester (Ringway Airport) Compulsory Purchase Order, 1934, *In re*	503
Cohen *v.* Donegal Tweed Co. Ltd.	592
Commissioner of Income Tax, Madras *v.* P.R.A.L. Muthukaruppam Chettiar	501
Cook *v.* Alfred Plumpton Limited; Same *v.* Henderson	504
Corporation of London *v.* Lyons, Son & Co. (Fruit Brokers) Limited	558
Croxford and Others *v.* Universal Insurance Co. Ltd.	559
Dewar *v.* Commissioners of Inland Revenue	522
Ebbw Vale Steel, Iron & Coal Co. *v.* Tew; Same *v.* Richards; Same *v.* Lewis	593
Faraday *v.* Auctioneers and Estate Agents Institute of the United Kingdom	502
H.M. Postmaster-General *v.* Birmingham Corporation	592
Harold Wood Brick Co. *v.* Ferris	502
Hassall *v.* Marquess of Cholmondeley	522
Hodges *v.* Jones	522
Jennings *v.* Stephens	559
Ley *v.* Hamilton	573
Locker & Woolf Ltd. *v.* Western Australian Insurance Co. Ltd.; Same *v.* Same (Motion)	574
London County Council *v.* Berkshire County Council	504
Moore and Others *v.* Attorney-General for the Irish Free State and Others	501
Mountford *v.* London County Council	503
Nash *v.* Stevenson Transport Ltd.	542
Odhams Press Limited *v.* London and Provincial Sporting News Agency (1929) Limited	541
Smart *v.* Lincolnshire Sugar Co. Ltd.	593
Stuart *v.* Haughley Parochial Church Council	559
Timpson, Executors of Mrs. Katharine L. *v.* E. H. Yerbury (Inspector of Taxes)	523
Tynedale Steam Shipping Co. Ltd. *v.* Anglo-Soviet Shipping Co. Ltd.	523
Uttley *v.* Alfred J. Hooper & Co.	542
Weigall *v.* Westminster Hospital	560

Rules and Orders.

THE COUNTY COURT DISTRICTS (WHITEHAVEN AND WORKINGTON) ORDER, 1935. DATED AUGUST 2, 1935.

I, Douglas McGarel Viscount Hailsham, Lord High Chancellor of Great Britain, by virtue of Section 4 of the County Courts Act, 1888,* as amended by Section 9 of the County Courts Act, 1924,† and of all other powers enabling me in this behalf do hereby order as follows :—

1. The portion of the borough of Workington which by virtue of the Cumberland Review Order, 1934,‡ constitutes the parish of Harrington shall be detached from and cease to form part of the Whitehaven and Millom County Court District, and shall be transferred to and form part of the Workington and Cockermouth County Court District.

2. In this Order "parish" shall mean a place for which immediately before the first day of April, 1927, a separate Poor Rate was or could have been made or a separate Overseer was or could be appointed.

Provided that unless the contrary intention appears the boundaries of the parish mentioned in this Order shall be those constituted and limited at the date of this Order.

3. This Order may be cited as the County Court Districts (Whitehaven and Workington) Order, 1935, and shall come into operation on the 1st day of September, 1935, and the County Courts (Districts) Order in Council, 1899, as amended,§ shall have effect as further amended by this Order.

Dated the 2nd day of August, 1935.

Hailsham, C.

* 51 & 52 Vict. c. 43. † 14 & 15 Geo. 5. c. 17.
‡ S.R. & O. 1934, No. 259, not printed in the S.R. & O. series.
§ S.R. & O. 1899, No. 178, printed as amended to 1903, S.R. & O. Rev. 1904, III, County Court, E., p. 1. For subsequent amendments *see* "Index to S.R. & O. in Force June 30, 1933" at pp. 190–3, and S.R. & O. 1933, pp. 541–3; 1934, I, pp. 255–9 and 1935, No. 364.

Societies.

The Society of Public Teachers of Law.

The Twenty-seventh Annual Meeting of the Society was held on the invitation of the University College of the South-West at Exeter on Friday and Saturday, the 19th and 20th July, under the Presidency of Professor R. A. Eastwood, LL.D. (University of Manchester). Mardon Hall, a residential hostel of the College, was placed at the disposal of members for the meeting. At the opening session on Friday Mr. H. Lloyd Parry, O.B.E., formerly Town Clerk of Exeter, welcomed the Society on behalf of the Principal of the College, and later in the day the Mayor and Mayoress of Exeter held a reception in the Guildhall, at the conclusion of which a paper was read by Mr. Lloyd Parry on "The Administration of Justice in the Guildhall."

The Council of the College entertained members of the Society at dinner on the Friday evening, the Principal of the College presiding. There were present the Mayor and Sheriff of Exeter, Sir William Graham Harrison, Sir William Munday, Judge Lias, Judge Wethered, Mr. A. C. Reed, M.P., Mr. H. Lloyd Parry, Mr. H. T. Michelmore, Mr. Vincent Thompson, Mr. B. S. Miller, Mr. A. K. Woodbridge (Registrar of the College), Mr. K. M. Constable (Warden of Marden Hall), Professor Douglas, Professor Burdick (Cornell University), Professor H. Kantorowicz (formerly of Kiel University), Professor H. Mannheim (formerly of Berlin University), and amongst other members of the Society the following: Professor R. A. Eastwood (President), President R. W. Lee (Vice-President), Professor Edward Jenks, Professor J. D. I. Hughes, Dr. A. D. McNair, Professor Sir Maurice Amos, Mr. H. A. Hollond, Dr. G. R. Y. Radcliffe, Professor H. F. Jolowicz, Professor N. Bentwich, Professor Malcolm M. Lewis, Professor C. E. Smalley Baker, Professor D. Hughes Parry, Professor R. S. T. Chorley, Professor F. Raleigh Batt, Mr. J. Griffith Morgan, Dr. S. G. Vesey FitzGerald, Sir Benjamin Lindsay, Professor H. Goitein, Professor J. Stone, Dr. W. I. Jennings, Dr. G. W. Keeton, Dr. Harold Potter, Mr. B. A. Wortley, Mr. E. C. S. Wade (Hon. Secretary), Mr. P. A. Landon (Hon. Treasurer).

In his Presidential address "A Plea for Historical Interpretation of Statute Law," Professor Eastwood suggested an enquiry to answer the two questions (1) Are the accepted canons of interpretation of statutes suitable to modern requirements? (2) Would the so-called historical method of interpretation provide a more useful alternative?

The importance of such an enquiry in an era of law reform was obvious, since the normal method of such reform was by statutory enactment. The rules for the construction of statutes were clear enough, but might be too meticulous to be wholly useful. A study of the Case Law on such subjects as Workmen's Compensation and Income Tax Law showed that the interpretation which had been placed by the Courts upon many modern statutes had defeated the purposes which one might presume the Legislature had in view.

The remedy was to be sought partly in the better draftsmanship of statutes and statutory rules and orders, but the criticism of Parliamentary draftsmanship should be tempered by a realisation that the draftsman worked in a far wider field and under greater handicaps than the conveyancer. He (Professor Eastwood) was not impressed with the argument that the office of the judge was not to legislate. Parliament legislated, when by the accepted constitutional procedure it signified that the ideas embodied in a Bill should become Law. The function of the draftsman was the ministerial function of expressing legislation in appropriate terms. His function, and that of the judge, which was equally ministerial, were both parts of the machinery designed to carry to their contemplated destination the ideas which Parliament had approved. It was not sound engineering to say that because one part of the machine showed some need for overhauling, some obvious defect in another part should not be repaired.

The key to the solution of the problem might be found in the rules of interpretation applied in the chief Continental countries, and a comparative exposition of Continental methods was desirable.

Sir W. Graham-Harrison, K.C.B., K.C., formerly First Parliamentary Counsel, in a paper entitled "An Examination of the Main Criticisms of the Statute Book and of the Possibility of Improvement," gave an exhaustive survey of the difficulties of the draftsman's task, and made some valuable suggestions for broadening the basis of the judicial interpretation of statutes so as to give effect more closely to the manifest intentions of Parliament.

Mr. B. A. Wortley (University of Birmingham) read a paper on the proposed Institute for Legal Research. In the discussion which followed, general approval was expressed of the proposals outlined in the recent report of the Lord Chancellor's Committee on Legal Education on this topic.

Dr. A. D. McNair moved the adoption of the Annual Report which recorded the extension of membership of the Society to law teachers in the Universities of Scotland and Northern Ireland.

Professor R. W. Lee (University of Oxford and the Council of Legal Education) and Professor H. F. Jolowicz (University of London) were elected President and Vice-President for the ensuing year.

Mr. E. C. S. Wade (University of Cambridge and The Law Society's School of Law) and Mr. P. A. Landon (University of Oxford and The Law Society's School of Law) were re-elected Honorary Secretary and Honorary Treasurer.

The Society has accepted an invitation from the University of Bristol for the 1936 meeting.

A UNIVERSAL APPEAL

TO LAWYERS: FOR A POSTCARD OR A GUINEA FOR A MODEL FORM OF BEQUEST TO THE HOSPITAL FOR EPILEPSY AND PARALYSIS, MAIDA VALE, W.9.

Legal Notes and News.

Honours and Appointments.

The King has been pleased, on the recommendation of the Secretary of State for the Home Department, to approve the appointment of Mr. ALEXANDER MONCRIEFF COUTANCHE as Bailiff of Jersey in the place of Mr. Charles Edward Malet de Carteret, resigned. Mr. Coutanche was called to the Bar by the Middle Temple in 1915.

The King has been pleased, on the recommendation of the Secretary of State for Scotland, to whom the names were submitted by the Lord Justice-General, to approve of the rank and dignity of King's Counsel to His Majesty in Scotland being conferred on Mr. CHARLES MACKINTOSH, M.C., advocate, and Mr. ALEXANDER GALLOWAY ERSKINE HILL, advocate.

The Colonial Office announces the following appointments, promotions and transfers in the Colonial Legal Service: Mr. G. C. LOW, appointed Magistrate, Uganda; Mr. A. C. SPURLING, Resident Magistrate, Kenya; Mr. C. E. W. BANNERMAN, O.B.E. (Circuit Judge, Ashanti and Northern Territories), appointed Puisne Judge, Gold Coast; Mr. M. M. JACK (Registrar, Supreme Court, Kenya), appointed Chief Registrar, Supreme Court, Palestine; Mr. A. E. PHELPS (Executive Officer, Land Department), appointed Administrator-General, Nigeria.

Mr. R. TREVOR GRIFFITHS, Clerk of Hay Urban District Council, has been appointed Clerk to the Herefordshire County Assessment Committee. Mr. Griffiths was admitted a solicitor in 1922.

Mr. STEPHEN FRANK KING, solicitor, of Gloucester, has been appointed Deputy Town Clerk of Hastings. Mr. King was admitted a solicitor in 1926.

Mr. ALAN FREDERICK GREENWOOD, solicitor, of Leeds, has been appointed Deputy Town Clerk of Gloucester. Mr. Greenwood was admitted a solicitor in 1930.

Professional Announcements.

(2s. per line.)

SOLICITORS & GENERAL MORTGAGE & ESTATE AGENTS ASSOCIATION.—A link between Borrowers and Lenders, Vendors and Purchasers.—Apply, The Secretary, Reg. Office: 12, Craven Park, London, N.W.10.

Notes.

Colonel Charles A. Chauveau, a Quebec lawyer, has been appointed Vice-Chairman of the Canadian Radio Commission.

Mr. E. C. P. Boyd, the Marlborough-street magistrate, sat last Wednesday for the first time at the Marylebone Police Court since he lost the sight of one of his eyes.

Barclays Bank Limited announce that they have opened a new sub-branch at London-road, Stonecot-hill (near Morden) under the management of Mr. S. T. White, who is also manager of their branch at Cheam.

As he has been appointed Town Clerk of the City of London, Mr. A. T. Roach will vacate his position as Superintendent of Coulsdon and other Surrey Commons in the possession of the corporation. Mr. C. C. Taylor, Chief Assistant in the Town Clerk's office, has been appointed in his place.

In succession to Mr. C. S. Johnson, recently promoted to the position of Fire and Joint Accident Manager, the Directors of the Legal & General Assurance Society Limited have the pleasure to announce the appointment of Mr. H. A. Hitchings as Manager of the Society's city office, at 69, King William-street. Mr. Hitchings has been in the service of the Society for fourteen years and latterly has been Manager of the Brighton Branch.

The Commissioner of Police for the City of London announces that Bishopsgate Police Station has been closed. All the business of the "C" Division—approximately bounded by Minories, Aldgate High-street, Middlesex-street, Bishopsgate, Primrose-street, Sun-street Passage, Old Broad-street, Threadneedle-street, Finch-lane, Cornhill, Gracechurch-street, Eastcheap, Great Tower-street and Byward-street—will henceforward be conducted at the police station, 60, Minories, E.C.3.

Mr. Justice Humphreys, in giving judgment in a case before the Court of Criminal Appeal last Wednesday, said that the shorthand note of the proceedings at the trial was incomplete, since a written report on the prisoner's previous convictions had been handed to the chairman after the verdict and had not been read in court, and therefore did not find its way into the shorthand note. That had happened before and caused inconvenience to the court. The proper course in such cases was for a copy of the report to be given to the shorthand writer.

Stock Exchange Prices of certain Trustee Securities.

Bank Rate (30th June, 1932) 2%. Next London Stock Exchange Settlement, Thursday, 29th August, 1935.

	Div. Months.	Middle Price 14 Aug. 1935.	Flat Interest Yield.	‡Approximate Yield with redemption
			£ s. d.	£ s. d.
ENGLISH GOVERNMENT SECURITIES				
Consols 4% 1957 or after	FA	116	3 9 0	2 19 3
Consols 2½%	JAJO	86½	2 17 10	—
War Loan 3½% 1952 or after	JD	106¾	3 5 7	2 19 9
Funding 4% Loan 1960-90	MN	119	3 7 3	2 18 4
Funding 3% Loan 1959-69	AO	104	2 17 8	2 15 5
Victory 4% Loan Av. life 23 years	MS	117½	3 8 1	2 18 10
Conversion 5% Loan 1944-64	MN	122	4 2 0	1 19 4
Conversion 4½% Loan 1940-44	JJ	112	4 0 4	2 2 10
Conversion 3½% Loan 1961 or after	AO	108½	3 4 6	3 0 5
Conversion 3% Loan 1948-53	MS	104½	2 17 5	2 11 10
Conversion 2½% Loan 1944-49	AO	102	2 9 0	2 4 7
Local Loans 3% Stock 1912 or after	JAJO	96¾	3 2 0	—
Bank Stock	AO	372½	3 4 5	—
Guaranteed 2¾% Stock (Irish Land Act) 1933 or after	JJ	89	3 1 10	—
Guaranteed 3% Stock (Irish Land Acts) 1939 or after	JJ	97	3 1 10	—
India 4½% 1950-55	MN	114	3 18 11	3 6 0
India 3½% 1931 or after	JAJO	98½	3 11 1	—
India 3% 1948 or after	JAJO	86	3 9 9	—
Sudan 4½% 1939-73 Av. life 27 years	FA	118	3 16 3	3 9 3
Sudan 4% 1974 Red. in part after 1950	MN	115	3 9 7	2 15 4
Tanganyika 4% Guaranteed 1951-71	FA	115	3 9 7	2 15 3
L.P.T.B. 4½% "T.F.A." Stock 1942-72	JJ	111	4 1 1	2 12 6
COLONIAL SECURITIES				
Australia (Commonw'th) 4% 1955-70	JJ	109	3 13 5	3 7 6
*Australia (C'mm'nw'th) 3¾% 1948-53	JD	103	3 12 10	3 9 3
Canada 4% 1953-58	MS	111	3 12 1	3 3 9
*Natal 3% 1929-49	JJ	100	3 0 0	3 0 0
*New South Wales 3½% 1930-50	JJ	101	3 9 4	—
*New Zealand 3% 1945	AO	101	2 19 5	2 17 7
†Nigeria 4% 1963	AO	115	3 9 7	3 3 7
*Queensland 3½% 1950-70	JJ	101	3 9 4	3 8 2
South Africa 3½% 1953-73	JD	108½	3 4 6	2 17 9
*Victoria 3½% 1929-49	AO	101	3 9 4	—
CORPORATION STOCKS				
Birmingham 3% 1947 or after	JJ	96	3 2 6	—
*Croydon 3% 1940-60	AO	100	3 0 0	3 0 0
Essex County 3½% 1952-72	JD	108	3 4 10	2 18 0
Leeds 3% 1927 or after	JJ	95	3 3 2	—
Liverpool 3½% Redeemable by agreement with holders or by purchase	JAJO	108	3 4 10	—
London County 2½% Consolidated Stock after 1920 at option of Corp.	MJSD	83	3 0 3	—
London County 3% Consolidated Stock after 1920 at option of Corp.	MJSD	97	3 1 10	—
Manchester 3% 1941 or after	FA	97	3 1 10	—
*Metropolitan Consd. 2½% 1920-49	MJSD	100	2 10 0	2 10 0
Metropolitan Water Board 3% "A" 1963-2003	AO	100	3 0 0	3 0 0
Do. do. 3% "B" 1934-2003	MS	98½	3 0 11	3 1 0
Do. do. 3% "E" 1953-73	JJ	101	2 19 5	2 18 7
†Middlesex County Council 4% 1952-72	MN	115	3 9 7	2 17 6
† Do. do. 4½% 1950-70	MN	116	3 17 7	3 2 11
Nottingham 3% Irredeemable	MN	96	3 2 6	—
Sheffield Corp. 3½% 1968	JJ	106½	3 5 9	3 3 7
ENGLISH RAILWAY DEBENTURE AND PREFERENCE STOCKS				
Gt. Western Rly. 4% Debenture	JJ	115½	3 9 3	—
Gt. Western Rly. 4½% Debenture	JJ	127½	3 10 7	—
Gt. Western Rly. 5% Debenture	JJ	138½	3 12 2	—
Gt. Western Rly. 5% Rent Charge	FA	136½	3 13 3	—
Gt. Western Rly. 5% Cons. Guaranteed	MA	134xd	3 14 8	—
Gt. Western Rly. 5% Preference	MA	121¼xd	4 2 4	—
Southern Rly. 4% Debenture	JJ	114½	3 9 10	—
Southern Rly. 4% Red. Deb. 1962-67	JJ	113½	3 10 6	3 4 10
Southern Rly. 5% Guaranteed	MA	133¾xd	3 14 11	—
Southern Rly. 5% Preference	MA	121½xd	4 2 4	—

*Not available to Trustees over par. †Not available to Trustees over 115.
‡In the case of Stocks at a premium, the yield with redemption has been calculated as at the earliest date; in the case of other Stocks, as at the latest date.

DIRECTORY OF SURVEYORS, VALUERS, AUCTIONEERS & ESTATE AGENTS—*continued.*

WARWICKSHIRE.

WALTER BIRD, F.A.I. (EAVES & BIRD), 11, Bishop St., Coventry. Tel. 4205.
CLARK & SILLITO, 26, Trinity Churchyard, Coventry. Tel. 5107.
A. B. COLBOURNE, F.A.I., Warwick.
COOKES & SOUTHORN (C. H. SOUTHORN, F.S.I.), Leamington Spa. Est. 1820.
FAYERMAN & CO., F.A.I., 57, The Parade, Leamington Spa. Est. 1874.
HOWKINS & SONS, 12, Albert Street, Rugby. Tel. 59. Est. 1888.
KIBLER MORGAN, 57, Ely Street, Stratford-upon-Avon. Tel. 110.
GEO. LOVEITT & SONS, 61, Hertford St., Coventry. 3081. (Est. 1843).
FRANK MASON, F.A.I., 28, Trinity Churchyard, Coventry. Tel. 3095.
NIXON, TOONE & HARRISON, F.A.I., 12, Newdegate St., Nuneaton. Tel. 47.
SAM ROBBINS, Ltd., 25, Albert Street, Rugby. Tel. 430.
SLATER, DANN & CO., Sutton Coldfield. Tel. 2287; also Birmingham.
JOHN STAITE & SONS, F.A.I., 7, Euston Place, Leamington Spa. Tel. 36.
JAMES STYLES & WHITLOCK, F.A.I., The Estate Offices, Rugby. Tel. 70.
WIGGINS & RUSSELL (late W. WIGGINS), 14, Regent Place, Rugby. Tel. 548.

WILTSHIRE.

FIELDER & TUCKETT, Swindon and Malmesbury.
MYDDELTON & MAJOR, F.A.I., 25, High St., Salisbury. Tel. 110.

WORCESTERSHIRE.

G. HERBERT BANKS, F.A.I., Worcester St. Kidderminster. Est. 1898.
BENTLEY, HOBBS & MYTTON, F.A.I.. Worcester. Tel. 49. Est. 1780.
CATTELL & YOUNG (ALEX. YOUNG, F.A.I.) Worcester St., Kidderminster
R. D. CLARE, F.A.L.P.A., 47, Foregate St., Worcester. Tel. 513.
HENRY COOMBS & SMITH, F.A.I., Worcester. Tel. 35. Est. 1870.
ARTHUR G. GRIFFITHS, F.A.I., 14, Foregate St., Worcester. Est. 1897.
J. G. LEAR & SON, F.A.I., Malvern. Tel. 160. Est. 1863.
PHILIP LEVENS & SON, F.A.I., 110, High St., Bromsgrove. Tel. 84.
NOCK & JOSELAND, F.A.I., Bank Buildings, Kidderminster. Tel. 53.
W. P. WOODWARD, A.A.I., Broad Street, Worcester. Tel. 101.
GEO. YEATES & SONS, F.A.I., 8, Foregate St., Worcester. Est. 1833. Tel. 18.

YORKSHIRE.

WARD PRICE & CO., 48, Westborough, and Royal Auction Rooms, Scarborough and North Yorkshire.

Incorporated Accountants' Hall

Fees for Hire of Rooms for Meetings, Arbitrations, Etc.

The Hall adjoins the Temple and Temple Underground Station.

GREAT HALL:—

For 100 persons, not exceeding two hours	£2 2 0
For 200 persons, not exceeding two hours	£3 3 0
For 300 persons, not exceeding two hours	£4 4 0
For each subsequent hour	£1 1 0

COUNCIL CHAMBER (Private Meetings only):—

For 35 persons at tables, not exceeding two hours	£1 11 6
For each subsequent hour	£0 10 6

COMMITTEE ROOM (Private Meetings only):—

For 20 persons at tables, not exceeding two hours	£1 1 0
For each subsequent hour	£0 10 6

The Society of Incorporated Accountants and Auditors.
Incorporated Accountants' Hall, Victoria Embankment, London, W.C.2.
Telephone—TEMPLE BAR 8822. *Telegrams*—INCORPAC, ESTRAND, LONDON.

THE SOLICITORS' JOURNAL

ESTABLISHED 1857. PUBLISHED WEEKLY.

Advertisement Rates

DISPLAYED ADVERTISEMENTS

Front Cover **20s.** per inch, Single Column width (2½ inches).
Other Pages **15s.** per inch, Single Column width (2½ inches). **£5** per Column (10 by 2½ inches).
Per Page Facing matter, **£15.** Other pages, **£12.** Half-page and Quarter-page, *pro rata.*

Auctioneers' Announcements **10s.** per inch, less 10 per cent. Single Column width (2½ inches).
Auctioneers' Cards Special Rates according to length of series.
Information Required / **Professional Announcements** } **2s.** per line (average eight words).
Public Notices **1s. 6d.** per line (average eight words).

Special terms for a series in all cases.

RATES FOR SPECIAL NUMBERS BY AGREEMENT.

SMALL ADVERTISEMENTS

Appointments Wanted Thirty words, or less .. .. .. **5s.**
Per line after (average seven words) .. **1s.**
*Registration and Postage sent to Box No. **1s.**

Appointments Vacant Thirty words, or less .. .. .. **6s.**
Per line after (average seven words) .. **1s.**
*Registration and Postage sent to Box No. **1s.**

Articled Clerks .. Charges as "Appointments Vacant."
Practices and Partnerships for Sale or Wanted Charges as "Appointments Vacant."
Other Small Private Advertisements Charges as "Appointments Vacant."

**Replies received to BOX NUMBERS forwarded daily.*

N.B.—A special concession of three insertions for the price of two is made for advertisements under the above subjects.

The Proprietors reserve the right to refuse insertion without necessarily assigning any reason, or to vary the above rates.

Telegraph, Phone or Write your requirements to:

THE MANAGER, "THE SOLICITORS' JOURNAL," 29-31, BREAMS BUILDINGS, LONDON, E.C.4.

Telegrams: "Oyez, Fleet, London." Telephone: Holborn 1853.

FLEURET, HAXELL, MARKS & BARLEY
Auctioneers, Surveyors and Valuers,
22, BLOOMSBURY SQUARE, LONDON, W.C.1.
Telephone: MUSEUM 2534 (Two lines).
Specialists in Licensed Property, Assessments, Monopoly Values, Redundancy & Compensation Claims, etc.
ESTABLISHED OVER 100 YEARS.

HEALEY & BAKER
Surveyors, Valuers & Estate Agents
SPECIALISE IN
INVESTMENTS AND SHOP PROPERTY
THROUGHOUT THE COUNTRY.
29, George Street, Hanover Square, London, W.1.
(MAYFAIR 2965 (5 lines).)

KNIGHT, FRANK & RUTLEY'S SALE ROOMS
FOR
JEWELS, FAMILY PLATE, PICTURES, FURNITURE, CHINA,
And all classes of Valuable Property.
SALES IN COUNTRY HOUSES. FIRE VALUATIONS.
Special Estate Rooms for Auctions of Real Property and Investments.
20, HANOVER SQUARE, LONDON, W.1.

6, GROSVENOR STREET,
NEW BOND STREET.
Entire premises to be let as a whole or divided. Passenger Lift. Eminently suitable for Solicitors.

JACKSON STOPS & STAFF,
14, CURZON STREET, W.1. (Gros. 1811/3).

SALTER, REX & CO.
Chartered Surveyors, Auctioneers & Valuers
311, KENTISH TOWN ROAD, N.W.5, and 121, CHEAPSIDE, E.C.2.
'Phones: GULLIVER 1085 (4 lns.) & NATIONAL 8394 (2 lines).

Telephone: HOLBORN 0584 (3 lines).
WEATHERALL, GREEN AND SMITH,
Chartered Surveyors, Valuers, Auctioneers, and Estate Agents.
22, CHANCERY LANE, W.C.2.
SALES BY AUCTION,
VALUERS FOR ESTATE DUTY OF REAL ESTATE AND FURNITURE.
RATING SURVEYORS. COMPENSATION VALUERS.
VALUERS OF LICENSED PROPERTY.

H. J. BLISS & SONS
MONTHLY SALES at THE AUCTION MART.
Special attention also given to
Valuations; Specifications; Dilapidations; Management of House Property; Compensation Claims; Sales by Private Treaty.
106, Cheapside, E.C.2 & 164, Bethnal Green Rd., E.2.

In Memory of Loved Ones.
The Church Army offers some suggestions to any who seek a practical way of perpetuating the memory of a loved one who has gone on before.
£205 would provide a Gospel Mission Van for evangelistic work in villages and hamlets.
£5 would provide a Bed in C.A. Men's or Women's Hostel for the Homeless.
Commemoration Plates would be fixed in above circumstances.
Suggestions for other amounts gladly given by Preb. CARLILE, C.H., D.D., 55 Bryanston St., London, W.1.
LEGACIES are always of the utmost value to the widespread work of The
CHURCH ARMY

PERIODICAL SALES.
ESTABLISHED 1843.
H. E. FOSTER & CRANFIELD
conduct PERIODICAL SALES of
REVERSIONS (Absolute and Contingent),
LIFE INTERESTS and ANNUITIES,
LIFE POLICIES,
Shares and Debentures,
Mortgage Debts and Bonds, and
Kindred Interests,
on the FIRST and THIRD THURSDAYS in each month throughout the year, at THE LONDON AUCTION MART, 155, Queen Victoria-street, E.C.4.
Offices: 6, Poultry, London, E.C.2. Telegrams: "Invariably, Stock, London." Tel. No. City 1451 (3 lines).

A. W. SHELTON,
Estate Agent, Valuer, etc.
A. W. SHELTON, F.A.I., C. W. SHELTON, F.A.I., G. RAWSON, F.A.I.
KING STREET, NOTTINGHAM. Phone: 40625.

W. & H. PEACOCK, F.A.I.,
6, DAME ALICE STREET, BEDFORD.
Telephone: 2333. (Close to G.P.O.)
Auctioneers, House and Estate Agents, Valuers and Surveyors.

ST. JOHN'S HOSPITAL
FOR DISEASES OF THE SKIN
Established 1863. Incorporated 1904.
49, LEICESTER SQUARE, LONDON, W.C.2.
Patroness: HER MAJESTY THE QUEEN.
President: THE COUNTESS OF CHESTERFIELD.
Over 1,000 CASES are TREATED EVERY WEEK at the Out-Patient Department. The In-Patient Department has 40 Beds and a waiting list of patients. The Hospital is the recognised CENTRE for the STUDY of DISEASES of the SKIN and for RESEARCH WORK in those DISEASES.
IT HAS NO ENDOWMENT.
Annual Subscriptions, Donations and LEGACIES are urgently needed.
LEONARD G. R. TURPIN, Secretary.

PERIODICAL PROPERTY AUCTIONS.
H. E. FOSTER & CRANFIELD
beg to announce that their PROPERTY AUCTIONS will be held at THE LONDON AUCTION MART, 155, Queen Victoria-street, E.C.4.
Vendors, solicitors and trustees having properties for sale are respectfully invited to communicate with the Auctioneers, at their Offices, 6, Poultry, London, E.C.2. Telegrams: "Invariably, Stock, London." Tel. No. City 1451 (3 lines).

BOOKLET FREE
Cruel Cancer
Thousands of homes are stricken with Cancer and Poverty. We provide necessities and comforts for the relief of poor patients in their own homes. We solicit DONATIONS and LEGACIES to alleviate more of this terrible suffering
THE NATIONAL SOCIETY FOR CANCER RELIEF,
15, Ranelagh Road, S.W.1. Victoria 4360.

The National Hospital, Queen Square, W.C.1,
For the Relief and Cure of Diseases of the Nervous System, including Paralysis and Epilepsy.
LEGACIES
ARE A VALUED HELP.
THE EARL OF HARROWBY, Treasurer.

FIELD & SONS
C. ROLAND FIELD, P.P.A.I., F.S.I.,
J. DONALD FIELD, M.A., LL.B., F.S.I., F.A.I.
(Established over 100 years.)
CHARTERED SURVEYORS, AUCTIONEERS, VALUERS, LAND & ESTATE AGENTS.
AUCTION SALES at the MART MONTHLY.
OFFICES:
54, BOROUGH HIGH ST., LONDON BRIDGE, S.E.1.
PALACE CHAMBERS, WESTMINSTER, S.W.1.

LAW ASSOCIATION
For the benefit of Widows and Families of Solicitors in the Metropolis and vicinity. Instituted 1817. Supported by Life and Annual Subscriptions and by Donations. This Association consists of Solicitors taking out London Certificates and of retired Solicitors who have practised under London Certificates and its objects are (amongst others): To grant relief to the Widows and Children of any deceased Member, or if none, then to other relatives dependent on him for support. The Relief afforded last year amounted to £2,159 4s. 0d. A Subscription of One Guinea per annum constitutes a Member and a payment of Ten Guineas Membership for Life
Applications to be made to the SECRETARY, Andrew H. Morton, 3, Gray's-inn-place, London, W.C.1.

Printed in Great Britain by THE SOLICITORS' LAW STATIONERY SOCIETY, LTD., at "Oyez House," Fetter Lane, London, E.C.4, and Published at 29, Breams Buildings, E.C.4. ('Phone: Holborn 1853). Agents—The United States and Canada: The Carswell Co., Ltd., 145-149, Adelaide Street West, Toronto 2, Canada; India: Higginbothams, Publishers, Mount Road, Madras; Australia and New Zealand: "The Times," 255a, George Street, Sydney, N.S.W. Saturday, 17th August, 1935.